City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

REGULAR MEETING AGENDA

A-2024-R-14

Tuesday, September 3, 2024
5:30 PM

City Council Chambers

City Council

City of Laredo
Regular City Council Meeting
A-2024-R-14
COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
Tuesday, September 3, 2024
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of minutes of:

August 5, 2024
August 7, 2024
August 8, 2024
August 9, 2024
August 19, 2024
August 27, 2024

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Alberto Torres of Juan Narvaez to the Ad Hoc Bond Referendum Committee **APPT. - 71**

2. Appointment by Council Member Alberto Torres of Sylvia Bruni to the Ad Hoc Bond Referendum Committee **APPT. - 72**

3. Appointment by Council Member Alberto Torres of Albert Chapa to the Ad Hoc Bond Referendum Committee **APPT. - 74**

4. Appointment by Councilwoman Alyssa Cigarroa of Justin Heather to the Ad Hoc Bond Referendum Committee. **APPT. - 75**

VII.. PUBLIC HEARING & INTRODUCTORY ORDINANCE

1. Public Hearing to approve exterior alterations, which include the creation and addition of a door and two windows on the east side of the building on Lots 6, 7, 8, 9, & 10, Block 34, Western Division, located at 1016 Iturbide Street (Suite 9). This property is within the Old Mercado District. **24-1604**

The Historic District Landmark Board denied the proposed scope of work, therefore, the item is being presented for Council consideration pursuant to the Laredo Land Development Code, Section 24.1.2.2(6), which states “Any person aggrieved by the decision of the Historic District/Landmark Board may appeal the decision to the council by filing a written appeal, specifying the reasons therefore, within thirty days of the time the order is issued”.

Staff does not support the application.

HD-002-2024
District VIII

2. Public Hearing and Introductory Ordinance adopting the proposed annual budget for FY2024-2025 with the approved motions by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2024 and ending September 30, 2025, consistent with the financial plan described in said annual budget (see Exhibit "A") and Holiday schedule approved by City Council at the public workshop on August 7-9, 2024 (see Exhibit "B") authorizing the City Manager to implement said annual budget. **24-1607**

3. Public Hearing adopting the proposed FY2025-2029 Capital Improvement Plan of City of Laredo, as presented to City Council. **24-1651**

4. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY23-24 General Fund Fire Department’s budget by increasing revenues and expenditures in the amount of $3,847.00 to appropriate funds awarded by Texas Municipal League (TML) for the funding of repairs to unit #272. **24-1597**

5. Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY23-24 General Fund Fire Department’s budget by increasing revenues and expenditures in the amount of $1,425.00 to appropriate funds awarded by Texas Municipal League (TML) for the funding of repairs to unit 326. **24-1674**

6. Public Hearing and Introductory Ordinance amending the FY 2023-2024 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications in the amount of $1,598,165.00 to fund the NG911 Program for the South Texas **24-1565**

Region, including Jim Hogg, Starr, Webb, and Zapata counties, for a total biennium amount of $7,195,515.00 for the period beginning September 1, 2023 through August 31, 2025.

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

7. An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, Section 2-29, "Compensation of mayor and council members" of the code of ordinances in order to update, provide clarification and add a provision regarding the commencement of terms. **24-1415**

8. Authorizing the City Manager to execute a parcel development ground lease agreement between the City of Laredo and Gravity Jets, LLC, Fort Lauderdale, FL, on a 13.42 acre +/- tract of land, legally described as a 13.42 acres out of Block 1, Laredo Airport Subdivision, and Abstract 239, City of Laredo, Webb County Texas, as recorded in Volume 5, Page 1, of the Plat Records of Webb County, Texas, for the purposes of constructing and developing a fixed-base operator facility. The lease term shall be for thirty years, with one option to extend for an additional nine years. The monthly rent shall be $11,691.50, and shall be adjusted commencing on the first anniversary of the occupancy term effective date. Rent shall be adjusted on each successive anniversary thereafter by the percentage change in the Consumer Price Index (CPI); providing for severability; and providing for an effective date. **24-1666**

9. An Ordinance authorizing the City Manager to amend the City of Laredo FY24 Auto Theft Task Force Fund budget by increasing revenues and expenses in the amount of $116,625.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will fund the local match requirement of $116,625.00 from General Fund. The grant award is in the amount of $1,401,600.00 with a cash match of $599,328.00 for a total grant amount of $2,000,934.00. The performance period is September 1, 2024 through August 31, 2024 contingent upon approval of Resolution #2024-R-273. **24-1635**

10. An Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.)(12)(A.) by providing for a three percent Cost of Living Adjustment (COLA) to the wage schedule and for all City of Laredo Employees effective October 1, 2024; except Full Time Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor Employees, and Firefighters **24-1659**

and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended).

11. An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (A.) by amending an additional Personal Holiday, providing a total of three Personal Holidays for Fiscal Year 2024-2025 (B.) To include earned Wellness Incentive Days; and providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2024 (As amended). **24-1661**

12. An Ordinance of the City of Laredo, Texas, to implement a one-time increase of one percent to the base pay as a Tenured Achievement Adjustment Pay to all full-time City of Laredo employees who have completed one consecutive year of employment with the City of Laredo effective April 1, 2025; except full time contract employees, interns, Cooperative Education Program employees (Co-Ops), Elected Officials, temporary contract labor employees, and firefighters and police officers governed by the terms of Collective Bargaining Agreement; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As amended). **24-1662**

13. An Ordinance establishing a Voluntary Employee Retiree Incentive Program for employees who retire between October 1, 2024 through January 31, 2025 with the exception of employees subject to any Collective Bargaining Agreement providing for a repealing clause, severability clause, and an effective date of October 1, 2024. **24-1675**

IX. FINAL READING OF ORDINANCES

14. An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy. **2024-O-163**

15. Final Reading authorizing the City Manager to amend the FY 2024 Capital Improvement Fund by appropriating revenues and expenses in the amount of $172,658.20 for the agreement between the City of Laredo and Armadillo Construction Company, Ltd. for Springfield Avenue Extension Phase 2 Project to extend Springfield Ave. along the east boundary of Shiloh Highland Subdivision Phase 1 (North of International Blvd.). **2024-O-164**

16. An Ordinance of the City of Laredo, Texas, to establish a Retiree **2024-O-165**

Incentive Program Policy for eligible employees of the City of Laredo to enhance workforce management and provide financial stability in the event of critical situations; with the exception of employees subject to any Collective Bargaining Agreement; providing for a repealing clause, severability clause, and an effective date.

17. An Ordinance amending the City of Laredo Fiscal Year 2023-2024 Health and Benefits Fund by appropriating a drawdown of $1,000,000 from its opening balance and appropriating it for medical claims. **2024-O-166**

18. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation. **2024-O-167**

ZC-042-2024
District II

19. An Ordinance of the City of Laredo, Texas amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District). **2024-O-168**

ZC-050-2024
District IV

20. An Ordinance of the City of Laredo, amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued. **2024-O-169**

ZC-055-2024
District IV

21. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued. **2024-O-170**

ZC-056-2024
District VII

22. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District). **2024-O-171**

ZC-058-2024
District VII

23. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District). **2024-O-172**

ZC-060-2024
District VII

24. An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District). **2024-O-173**

ZC-062-2024
District II

X. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

AIRPORT: GILBERTO SANCHEZ, DIRECTOR

25. Consideration to renew contract FY20-020 Parking Management & Equipment System to include operating costs for SP Plus Corporation, Cleveland, OH to manage the parking system for an annual amount not exceed $294,380.00. The term of this contract shall be for a period of one-year beginning as the date of its execution and is contingent upon the availability of appropriated funds. This is the last extension period for this contract. Funding is available in the International Airport Fund. **24-1538**

26. Consideration to authorize the City Manager to enter into a professional services agreement with RS&H, Inc., San Antonio, TX in an amount not to exceed $1,698,428.54, for the purposes of preparing an Airport Master Plan Update and a Pavement Management Program for the Laredo International Airport. Funding is available through the Laredo International Airport Operation Fund and will be reimbursed through a future FAA Grant (Grant 107), which shall cover 90% of the cost ($1,528,585.69) with a local match of 10% ($169,842.85). **24-1665**

27. Consideration to authorize the City Manager to execute an Air Service Agreement with Aerotransportes Rafilher S.A. de C.V., San Luis Potosí, México ("Aerus"), to conduct commercial air transportation services. The term of the agreement is for eight months, commencing on October 14, 2024, and ending on June 14, 2025, with the City's sole option to extend for an additional year, ending June 14, 2026. **24-1667**

BUDGET: JESUS ESPARZA, DIRECTOR

28. Consideration to authorize a change order for the amount of $114,474.00 and ratify the purchase of the retractable system from Hussey Seating for the upgrades at Sames Auto Arena. The majority of this change order is needed to accommodate for adding ADA platform seating that will enable Sames Auto Arena to comply with ADA seating requirements. In addition, there was a smaller part of the order to have cup holders added to the seats. Funding is available in the Sports & Community Venue Fund. **24-0097**

29. Consideration to authorize the purchase of two pizza ovens from A-Tex Restaurant Supply for a total of $68,550.32 to replace current ovens that are not in good working condition and have been used since the arena opened in 2002. The equipment is a like-for-like replacement, for a conveyor oven, Gas Lincoln Impinger Model No. 1180-2G. The purchase will be made utilizing the BuyBoard Cooperative Purchasing Contract #683-22. Funding is available in the Sports and Community Venue Fund. **24-1510**

CITY MANAGER'S OFFICE: JOSEPH W. NEEB

30. A Resolution of the City Council, of the City of Laredo, Texas urging the Texas Legislature to enact legislation that provides border cities with the necessary tools to thrive and continue contributing to the state's prosperity including, but not limited to additional funding for border communities, combining or amending the Sports Venue and 4B Taxes, and amending the 3.5% budgetary growth cap. **2024-R-285**

31. Authorization to establish a 28-Member Ad Hoc Bond Referendum Committee to review and evaluate city department plans for **24-1707**

potential inclusion in a May 2025 bond referendum. The committee's term is from September 2024 through June 2025.

ENGINEERING: RAMON E. CHAVEZ P.E., CITY ENGINEER

32. Authorizing the City Manager to execute a second amendment to an Interlocal Agreement between the City of Laredo and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) for the Springfield Phase 4 Extension Project. The WC-CL RMA will be funding the project in an amount not to exceed $1,000,000.00 for the construction of Phase 4 to no longer be from TxDOT Category 12-Strategic Partnership (RMA) funds, and instead be funded with Vehicle Registration Fee revenues. Funding will include material testing and construction for the project from the Intersection of Hospitality Drive and Springfield Avenue to the Eastbound Frontage Road of US 59. There is no financial impact for the City of Laredo at this time. **24-1553**

ENVIRONMENTAL: JOHN PORTER, DIRECTOR

33. Consideration to renew service contract FY22-084 to Nick Benavides, Oilton, Texas in an annual amount of $113,100.00. This is a service contract to provide maintenance of the concrete pilot channel and abutting vegetated areas of Zacate Creek. There was no price increase during the last extension period. The term of this contract shall be for a period of two years. This is the last extension period. Funding is available in the Environmental Services Fund. **24-1664**

FIRE: GUILLERMO HEARD, FIRE CHIEF

34. Consideration to approve the purchase of a fire safety trailer for the Fire Prevention and Arson Division from Walters Group, Inc., Napoleon, OH, in the amount of $87,959.08. Walters Group is the sole source provider. Funding is available in the Capital Improvement Fund. **24-1595**

35. Consideration to ratify the agreement provided by Life Scan Wellness Centers, Tampa, Florida, in the amount not to exceed $295,486.56 to provide NFPA 1582-compliant periodic physical exam/health screenings for firefighting personnel. Funding for these services are available in the Special Fire Grants Fund. **24-1691**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

36. Consideration to award service contract FY24-088 to the sole bidder Rotex Truck Center, Laredo, Texas in an amount not to exceed $180,000.00 to provide safety inspection services for all Non-DOT and DOT fleet vehicles. The annual amount of $45,000.00. This vendor will be authorized to do minor repairs and/or replace parts that may be required to meet the State of **24-1552**

Texas Safety Inspection Standards. All minor repairs shall not exceed $125.00 for Non-DOT and $350.00 for DOT fleet vehicles. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract may be extended for three more additional one year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Management Fund.

37. Consideration to renew contract FY23-072 for the purchase of windshield and back glass replacement parts/services for the City's Fleet Department with the following vendors: **24-1586**

1). Royal Contractors, Laredo, Texas in annual amount of $70,000.00 and;

2). Hauling Ace Dispatching, Arlington, Texas in annual amount of $60,000.00.

This contract provides for the purchase of windshield and back glass replacement parts/services for the City's automobiles and trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This is the first of three one year extension periods. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

38. Consideration to renew a one-year service contract FY22-001 to the following vendors: **24-1695**

1.) Lozano's Body Shop Repairs Laredo, Texas (Primary Vendor);
2.) South TX Auto Rebuilders Laredo, Texas (Secondary Vendor).

Section	Description	Dollar Amt/Year
I	Car Repair Services	
II	Light Duty Truck Repair Services	
III	Medium Duty Truck Repair IV	
IV	Heavy Duty Truck Repair Services	
	Total	$350,000.00

for auto & truck body shop repairs for the Fleet Department for $350,000.00 annually.
This contract establishes Primary/Secondary service providers with hourly service
rates and a percentage markup on parts utilized during city vehicle repairs. All repair
services will be purchased on an as-needed basis. The term of this contract shall be

for a period of one year beginning as of the date of its execution and is contingent
upon the availability of appropriated funds. There was no price increase during the
last extension period. This contract can be renewed for one additional one year
extension period, upon the mutual agreement of the parties. Funding is available in
the Fleet Management Fund.
Services

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

39. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Department of Health and Human Services for the Ryan White Part C Outpatient EIS Program, in the additional amount of $7,054.00, for a total award of $310,110.00, with no match for the City of Laredo Public Health Department for the term period from May 01, 2024 through April 30, 2025. Funds will be accounted for in the Laredo Public Health Department fund - Ryan White Part C Outpatient EIS Program Grant. **2024-R-272**

40. Consideration to approve a telepsychiatry consultation services agreement with US Televero Health PA, located at 6101 W. Courtyard Drive, Austin, TX 78730 in the annual amount not to exceed $80,000.00 for the City of Laredo Public Health Department, Primary Care Services Program for the term of September 01, 2024 through August 30, 2025. Funding is available in the Public Health Department fund; contingent on funding availability. **24-1609**

INFORMATION SERVICES & TELECOMMUNICATION: JOE C. RIVERA, DIRECTOR

41. Authorizing the City Manager to enter into and execute contract payments with AT&T Corp. for providing the 9-1-1 Network infrastructure, service, network equipment, and FirstNet LTE Backup Network for the South Texas Region, including Webb, Jim Hogg, Starr, and Zapata Counties, in the total amount of $415,711.52, over a three year period. Pricing is provided through the Texas Department of Information Resources, DIR-TSO-3420. Payments are for the period of September 1, 2024, through August 31, 2027. Funding is available in the 9-1-1 Regional Fund for year one. Years two and three are subject to funding availability. **24-1671**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

42. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a grant award in the amount of $1,401,606.00 from the Texas Motor Vehicle Crime Prevention **2024-R-273**

Authority (MVCPA) to fund the Laredo Auto Theft Task Force Fund for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $599,328.00 for a total grant amount of $2,000,934.00. Funding will be available in the Auto Theft Task Force Fund.

43. A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement between the City of Laredo Police Department (LPD) and Webb-Zapata County District Attorney's Office (WZCDAO) for the purpose of contracting a WZCDAO Prosecutor to provide professional services for the Laredo Auto Theft Task Force. Funding is available in the Auto Theft Task Force Fund. **2024-R-274**

44. Amending Resolution #2024-R-212; by amending the Authorized Officials for the Texas Motor Vehicle Crime Prevention Authority (MVCPA), FY24 SB224 Catalytic Converter Grant; providing that this resolution shall be cumulative; providing for a severability clause; and providing for an effective date. No financial impact. **2024-R-284**

45. Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the acquisition of emergency vehicle packages, Zebra mobile printers, and reflective graphics for two police units for a total amount of $48,537.80. This purchase shall be made utilizing the Buy Board Contract 698-23. This purchase will be funded by FY2023 Operation Stonegarden (OPSG) Program. Funding is available in the Special Police Fund. **24-1557**

46. Consideration to authorize the purchase contract with the sole source provider, Utility Associates, Inc., based in Decatur, Georgia, for the amount of $51,916.30. This contract is for the purchase of eleven in-car video systems for the new Police Department vehicles. Funding is available in the 2023 Certification of Obligation Bond and the Police Trust Fund. **24-1558**

47. Consideration to authorize the purchase contract with the sole source provider, Genoptic Smart Displays, Calgary, Alberta T2C 5C3, Canada, in the amount of $77,320.41 for the purchase of a large display trailer for Auto Theft Task Force (ATTF) community events. Purchase will be funded by the MVCPA - Catalytic Converter (SB224) Grant. Funding is available in the Auto Theft Task Force Fund. **24-1672**

48. Consideration to authorize the purchase contract with the sole source provider, Magnet Forensics, LLC, Atlanta, GA, in the amount of $81,337.92 for the purchase of mobile forensics equipment. Purchase will be funded by the MVCPA - Catalytic Converter (SB224) Grant. Funding is available in the Auto Theft **24-1673**

Task Force Fund.

PUBLIC WORKS: JOHN ORFILA, DIRECTOR

49. Consideration to award contract FY24-076 for the supply of Tack Coat Emulsified Asphalt Oil used for street paving projects to: **24-1290**

Anderson Columbia, Weslaco, Tx. as the Primary Vendor: $375,000.00 annually.
Ergon Asphalt & Emulsions, Inc. Jackson, Ms. as the Secondary Vendor: $100,000.00 annually.

The term of this contract shall be for a period of one year and may be extended for three, additional one year periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and construction project budgets.

50. Consideration to ratify contract FY22-085 to Anderson Columbia, Weslaco, Texas, for the purchase of asphalt cold HMCL type B for Public Works and various City departments. Due to a surge in price of the raw materials required to produce cold mix products price rate increased. The term of this contract shall be for a period of one year for a total annual amount not to exceed $750,000.00. This is the second of three one-year extension periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Funds and in the respective department's budgets. **24-1599**

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type B
New $91.00/per ton
Previous $86.70/per ton

51. Consideration to ratify contract FY22-075 with Vulcan Materials Company; San Antonio, Texas and Anderson Columbia; Weslaco, Texas for the purchase of asphalt cold laid type B & D plus & HMCL type D for Public Works and various City departments for an annual amount not to exceed $1,250,000.00. There is a price increase due to rising costs of construction materials. The term of this contract shall be for a period of one year. This is the second of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Fund and in the respective department's budgets. **24-1611**

Vulcan Materials
LRA Type B Type 1 Grade. AA Plus
New $101.40/per ton
Previous $97.40/per ton

Annual amount $250,000.00

Vulcan Materials
Asphalt Cold Laid Type D Plus
New $103.40/per ton
Previous $99.40/per ton
Annual amount $250,000.00

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type D
New $95.00/per ton
Previous $85.00/per ton
Annual amount $750,000.00

Total: $1,250,000.00

52. Consideration to authorize the purchase contract of trucks from Silsbee Ford, Silsbee, Texas for the Public Works department in the total amount of $122,780.50 through the TIPS USA Cooperative Purchasing Program's contract #210907 pricing. Funding is available in the 2016 and 2019 Certificate of Obligation Bonds. **24-1639**

53. Consideration to authorize the purchase contract of heavy equipment from John Deere, Cary, NC. for the Public Works department in the total amount of $73,421.04 through the Sourcewell Cooperative Purchasing Program's contract # 031121-DAC pricing. Funding available in the 2016 Certificate of Obligation Bond. **24-1641**

1) Four 2024 JOHN DEERE Z994R DIESEL in the total amount $73,421.04.

TAX: DORA MALDONADO, TAX ASSESSOR COLLECTOR

54. Motion to approve a property tax refund in the amount of $920.18 due to an erroneous payment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Corelogic Recovery from parcel number 969-10001-045. **24-1660**

UTILITIES: ARTURO GARCIA, P.E., DIRECTOR

55. Consideration to award a ten month supply contract with BuyBoard vendor Xylem Dewatering Solutions, Inc. from Carrolton, Texas in an amount of $300,000.00. This contract is subject to future appropriations and allows for the purchase of replacement submersible water, sewer, and drainage pumps, parts, and service for the Wastewater Treatment Plants and lift stations for the Utilities Department. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Sewer System **24-1572**

Fund.

56. Consideration to award a one-year supply/service contract with TIPS vendor Patterson Equipment Company, from Magnolia, Texas not to exceed an annual amount of $60,000.00 for the purchase of replacement parts and services for the Utilities Department's vacuum trucks. This annual contract shall utilize the TIPS Contract #221001. All repair services and related appurtenances will be ordered on an as-needed basis. The term of this contract shall be for a period of one year. Funding will be available in the Sewer System Fund. **24-1589**

57. Consideration to renew annual supply contract number FY21-093 with Ferguson Waterworks of Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Sewer System Fund. **24-1596**

58. Consideration to renew annual supply contract number FY21-086 with Aguaworks Pipe & Supply, LLC of Brownsville, Texas, in an amount up to $440,000.00 for the purchase of copper pipe Type K and cross-linked polyethylene (PEX) pipe for the Utilities Department. These materials are purchased on an as-needed basis for construction and repair projects. The term of this contract shall be for a period of one year and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Waterworks System Fund. **24-1598**

59. Consideration to award supply contract number FY24-095 to the following low bidders: **24-1652**

1. Chemrite Chemicals, Buford, Georgia;
2. Brenntag Southwest, Lancaster, Texas;
3. Chemtrade Chemicals, Parsippany, New Jersey;
4. Polydyne, Inc., Riceboro, Georgia;
5. Univar Solutions USA Inc., Kent, Washington;
6. Pencco, Inc., San Felipe, Texas;
7. Hawkins Inc., Roseville, Minnesota;

in an annual amount of up to $5,225,000.00 and a two-year total of $10,450,000.00 for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon availability of appropriated

funds. This contract has three one year extension periods. All chemicals will be purchased on as needed basis. Funding is available in the Waterworks and Sewer Systems Funds

END OF CONSENT AGENDA

XI. STAFF REPORTS

60. Discussion with possible action on ongoing audits and/or irregularities identified by the Internal Auditor including the potential assignment of other and/or additional auditing duties; and any other matters incident thereto. **24-1721**

61. Status report with possible action by the Utilities Department on the water, including but not limited to quality, infrastructure, level status, improvements, and any other matters incident thereto. **24-1722**

62. Discussion with possible action on recommendations to initiate an amendment to the existing Right-of-Way Ordinance 2024-O-128 for mitigation damages to underground fiber lines, and any other matters incident thereto. **24-1479**

63. Discussion with possible action to direct staff on the possible development of an amendment to the Laredo Land Development Code, Section 24.77.1, Entitled Dimensional Standards, to remove the minimum lot depth requirement of 85 feet in R-1B (Single-Family High-Density District) zoning districts, and any matters incident thereto. **24-1606**

64. Presentation on the Final Report of an Ethylene Oxide Assessment. **24-1703**

XII. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

65. Request for Executive Session under Texas Government Code 551.071(1)(A) to discuss pending or contemplated litigation concerning the Columbia Solidarity Bridge expansion and the related presidential permits. **24-1719**

XIII. RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

66. Consideration to award a three-year service contract RFP **2024-RT-27**

FY24-065 to Hachar-Bus Ads, Laredo, TX in an annual revenue amount of $125,000.00 for exterior and interior advertising services. The term of this contract will be for a three year period beginning as of date of its execution. This contract may be extended for one additional two year period. This contract will commence on July 1, 2024 to June 30, 2027, the first three years. Revenue funds will be deposited in the El Metro Advertising account.

67. Authorizing the City Manager to execute a two-year contract with Samsara, Inc. for the purchase of the Samsara Software licenses for El Metro Fixed Route Bus in the amount of $124,613.00 and Paratransit Operations in the amount of $36,301.00 for a grand total of $160,914.00. This software will provide real-time visibility, business relevant tools, and analytics that enable El Metro operations to increase productivity and reduce operating cost. Funding is available in the FTA grant TX-2024-001 for Fixed Route Bus and Grant TX-2020-027 for Paratransit. **2024-RT-30**

68. Authorizing the City Manager to execute the Renewable Natural Gas (RNG) Supply offer Contract with Clean Energy Renewable Fuels, LLC for the clean fuel production tax credit. The tax credit is equal to the product of the applicable amount per gallon (or gallon equivalent) for any transportation fuel that is produced by El Metro at a qualify facility during the year and the emission factor for such fuels determined under the code. **2024-RT-31**

69. Authorizing the City Manager to purchase twenty-nine fast-fare fareboxes from Sole Source provider GFI Genfare in the total amount of $620,013.48 this will be an upgrade to the current fareboxes on El Metro Fix Route Buses. The fast-fare boxes are an all in one, customizable farebox that quickly accepts, validates, and processes whichever form of payment the riders choose to use at the time of boarding the bus. Funding is available in two FTA grants; TX-2023-088 and TX-2024-001. **2024-RT-32**

70. A Resolution authorizing the waiver of parking fees at the El Metro Transit Parking Garage for activities related to National Night Out for the FY24-25. **2024-RT-35**

XIV. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

XV. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

70) A. Request by Mayor Dr. Victor D. Treviño

1. Presentation and recognition of Laredo Crime Stoppers and Laredo Police Department on their ongoing collaboration with preventing recent crime and keeping us one of the safest City's in **24-C-187**

the United States, and any matters related thereto.

2. Discussion with possible action on the creation of a walk of fame to recognize Laredoans that have represented and shown an exemplary life of contributing to the community, and any matters related thereto. 24-C-188

3. Discussion with possible action on presentation of ethylene oxide surveillance study and air quality program that was created by City Council action in 2022, and any matters related thereto. 24-C-190

Sponsors: Cm. Vanessa Perez

70) B. Request by Council Member Melissa R. Cigarroa

1. Discussion with possible action to enter into a memorandum of understanding with the Webb County Heritage Foundation that would authorize them to place benches in San Agustin Plaza, and any other matter incident thereto. 24-C-191

Sponsors: Cm. Alyssa Cigarroa

70) C. Request by Council Member Dr. David Tyler King

1. Discussion with possible action to use District 6 Park Improvement Fees not to exceed $200,000 for design and construction of six new Pickleball courts and a new parking lot at Divine Mercy Park as planned and initiated by Parks and Engineering staff, and any other matters incident thereto. 24-C-185

2. Discussion with possible action to add a mural to the wall at the North Rim baseball fields south of Loop-20, west of International, with a referral to the Fine Arts and Culture Commission for guidance, with possible funding source being the CIP Art Fund, and any other matters incident thereto. 24-C-186

70) D. Request by Council Member Vanessa J. Perez

1. Discussion with possible action to regulate eto as a hazardous material, to include the possible storage regulations based on recommended safe distances from schools and residential areas, and any other matters incident thereto. 24-C-189

Sponsors: Mayor Victor D. Trevino

2. Discussion with possible action to further implement solutions for the decongestion and traffic management at Riverbank and Logistic Drive, and also to finalize the road off Riverbank leading to the import lot at World Trade Bridge, and any other matters incident thereto. 24-C-169

Sponsors: Mayor Victor D. Trevino, Cm. Ruben Gutierrez and Cm. Gilbert Gonzalez

XVI. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, August 28, 2024, at 6:00 p.m.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Appointment 1.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Appointment 2.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Appointment 3.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Appointment 4.**

City Council

Meeting Date: 9/3/2024 **Public Hearing & Introductory Ordinance 1.**

SUBJECT
Public Hearing to approve exterior alterations, which include the creation and addition of a door and two windows on the east side of the building on Lots 6, 7, 8, 9, & 10, Block 34, Western Division, located at 1016 Iturbide Street (Suite 9). This property is within the Old Mercado District.

The Historic District Landmark Board denied the proposed scope of work, therefore, the item is being presented for Council consideration pursuant to the Laredo Land Development Code, Section 24.1.2.2(6), which states “Any person aggrieved by the decision of the Historic District/Landmark Board may appeal the decision to the council by filing a written appeal, specifying the reasons therefore, within thirty days of the time the order is issued”.

Staff does not support the application.

HD-002-2024
District VIII

Council District: District 8 **Historic Case:** HD-002-2024

Letters sent to property owners: 38

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Historic District Landmark Board denied the proposed scope of work.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council - Regular
Meeting Date: 09/03/2024
Initiated by: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated by: American Properties Agency, Inc.,
Owner; Jamshid Yeroushalmi, Applicant; Pedro A. Avila (Architect), Representative
Staff Source: Vanessa Guerra, Interim
Planning Director

SUBJECT:
Public Hearing to approve exterior alterations, which include the creation and addition of a door and two windows on the east side of the building on Lots 6, 7, 8, 9, & 10, Block 34, Western Division, located at 1016 Iturbide Street (Suite 9). This property is within the Old Mercado District.

The Historic District Landmark Board **denied** the proposed scope of work, therefore, the item is being presented for Council consideration pursuant to the Laredo Land Development Code, Section 24.1.2.2(6), which states "*Any person aggrieved by the decision of the Historic District/Landmark Board may appeal the decision to the council by filing a written appeal, specifying the reasons therefore, within thirty (30) days of the time the order is issued".*

Staff **does not support** the application.

HD-002-2024
District VIII

PREVIOUS COUNCIL ACTION
On April 2, 2024, City Council motioned to table the item.

BACKGROUND:
Proposed Scope of Work: The applicant is proposing exterior alterations, which include the creation and new addition of a door and two windows located on the east facade of the building.

The proposed door and windows have similar materials to the existing door windows located on Iturbide Street. The location of the new door is in close proximity to the existing door at the entrance of the building.

Building Type: The type of building at this location is considered to be Early 20th Century Commercial style as per the Historic Urban Design Assessment Report.

Site: The property is in an H-AE (Historic Arts and Entertainment) zoning district.

Letters sent to surrounding property owners: 38

- **For**: 0
- **Against:** 0

Granting or Denying an Application:
- As per the Laredo Land Development Code, Section 24.1.2.2(2), the Historic District Landmark Board shall utilize the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings; and the City of Laredo, Texas, Historic Urban Design Guidelines.

Secretary of the Interior's Standards:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

COMMITTEE RECOMMENDATION

The Historic District Landmark Board denied the proposed scope of work on June 13, 2024.

STAFF RECOMMENDATION

Staff **does not support** the exterior alterations, which include the creation and addition of a door and two windows located on the east side of the building, for the following reasons:

1. As per the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings, cutting new openings on character-defining elevations or cutting openings that damage or destroy significant features is not recommended. Therefore, the proposed renovations do not conform to the Secretary of the Interior guidelines. The new addition of the two windows and the door will negatively impact the historic character of the building.
2. As per the City of Laredo Historic Urban Design Guidelines states to preserve the integrity of each individual historic structure, by preserving its character defining features and by avoiding alterations that would remove or obscure its historic character. Therefore, the addition of a door and two windows, where none have existed, will alter and not preserve the historic character of the building.
3. As per the City of Laredo Historic Urban Design Guidelines states the storefront should not be altered or obscured. Therefore, the new addition of the door and two windows will alter the storefront historic character.

If approved, Staff recommends the following:

1. The location of the proposed door and windows shall be centered on the east side of the building.
2. The proposed door and windows shall resemble the storefront located on Iturbide Street.

Staff General Comments:

1. Any improvements which are approved by the Historic District Landmark Board shall also comply with all Building Code requirements and other regulations as provided in the Laredo Land Development Code.
2. Approval by the Historic District Landmark Board does not guarantee approval of a building permit or any other permit which may be required.
3. It is recommended that all existed improvements utilize the following resources as a guide:
    1. The Secretary of the Interiors' Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings
    2. City of Laredo Historic Urban Design Guidelines
    3. City of Laredo Historic Preservation Plan
4. No other improvements, changes to the building, site or new construction on the property shall be permitted without prior review and approval by staff and/or Historic District Landmark Board, to meet compliance.
5. As per the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings, all proposed scope of work should be physically and visually compatible to the original materials and features of the historical structure.

Staff **does not support** the application.

Attachments

Maps
Narrative
Site Plan
Materials
Elevations & Floor Plan
Proposed Rendering
Photos

AERIAL MAP

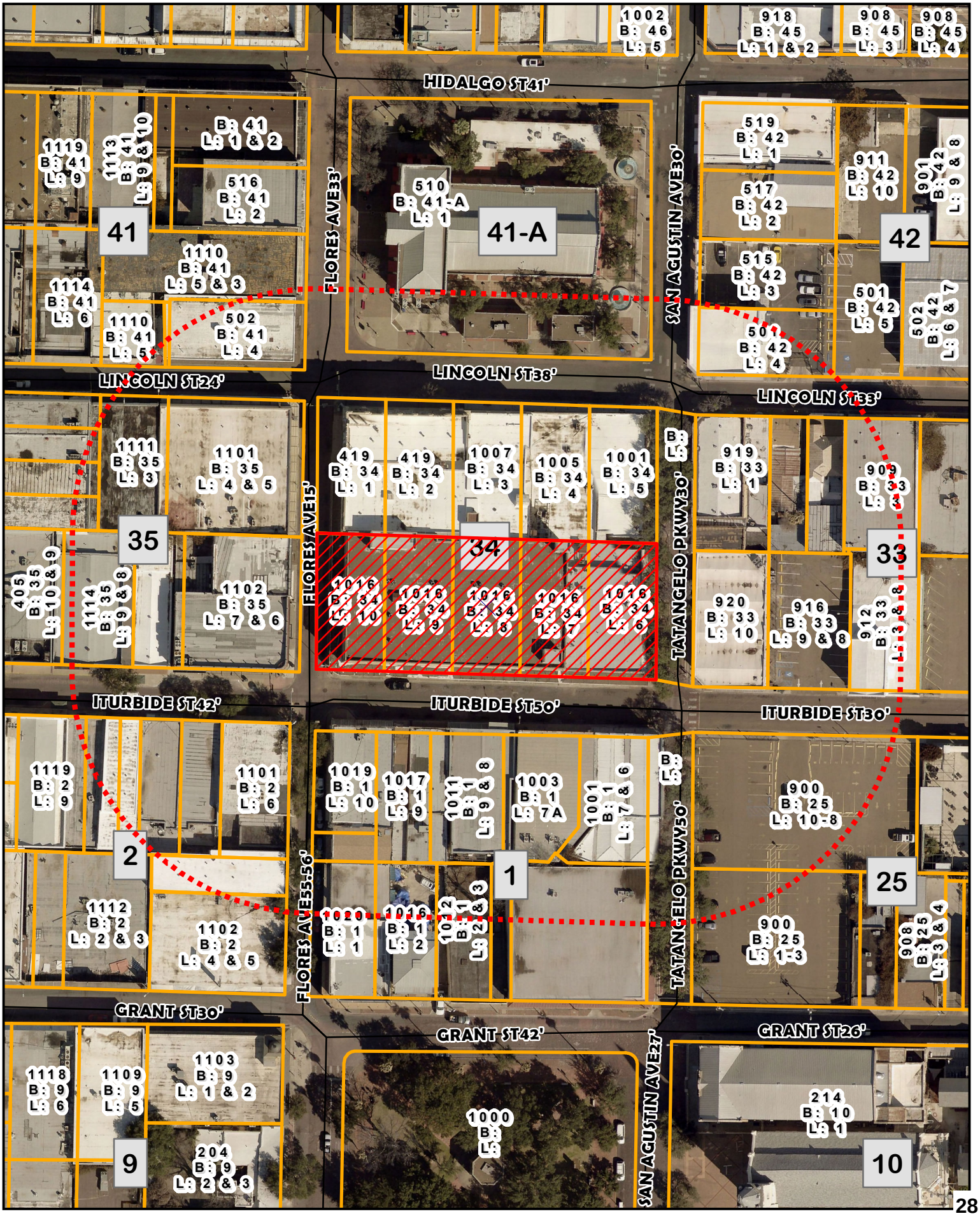
HD-002-2024

1016 ITURBIDE STREET

COUNCIL DISTRICT: 8

1 inch = 100 feet

Date: 1/10/2024



ZONING MAP

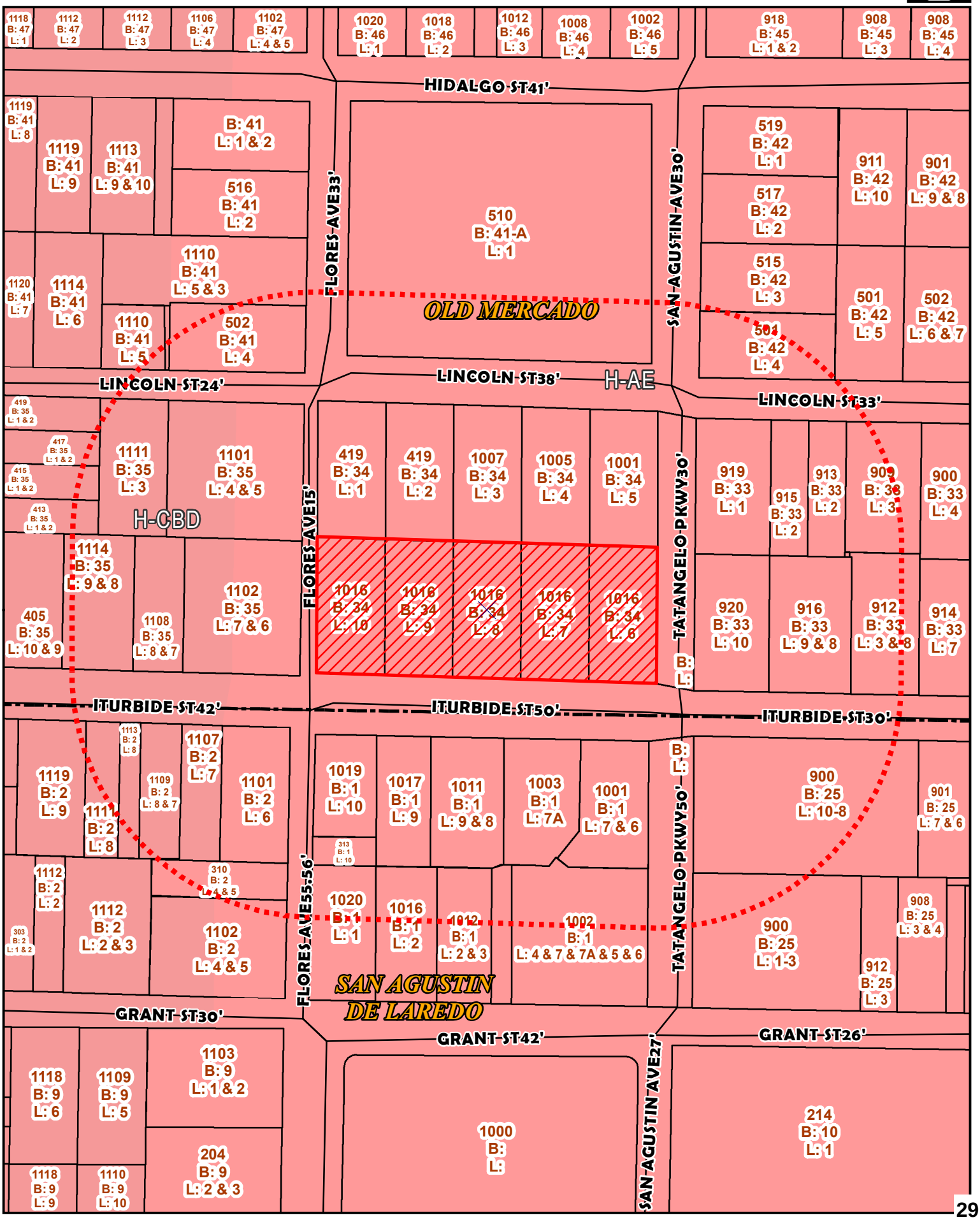
HD-002-2024

1016 ITURBIDE STREET

COUNCIL DISTRICT: 8

1 inch = 100 feet

Date: 1/10/2024



FUTURE LANDUSE

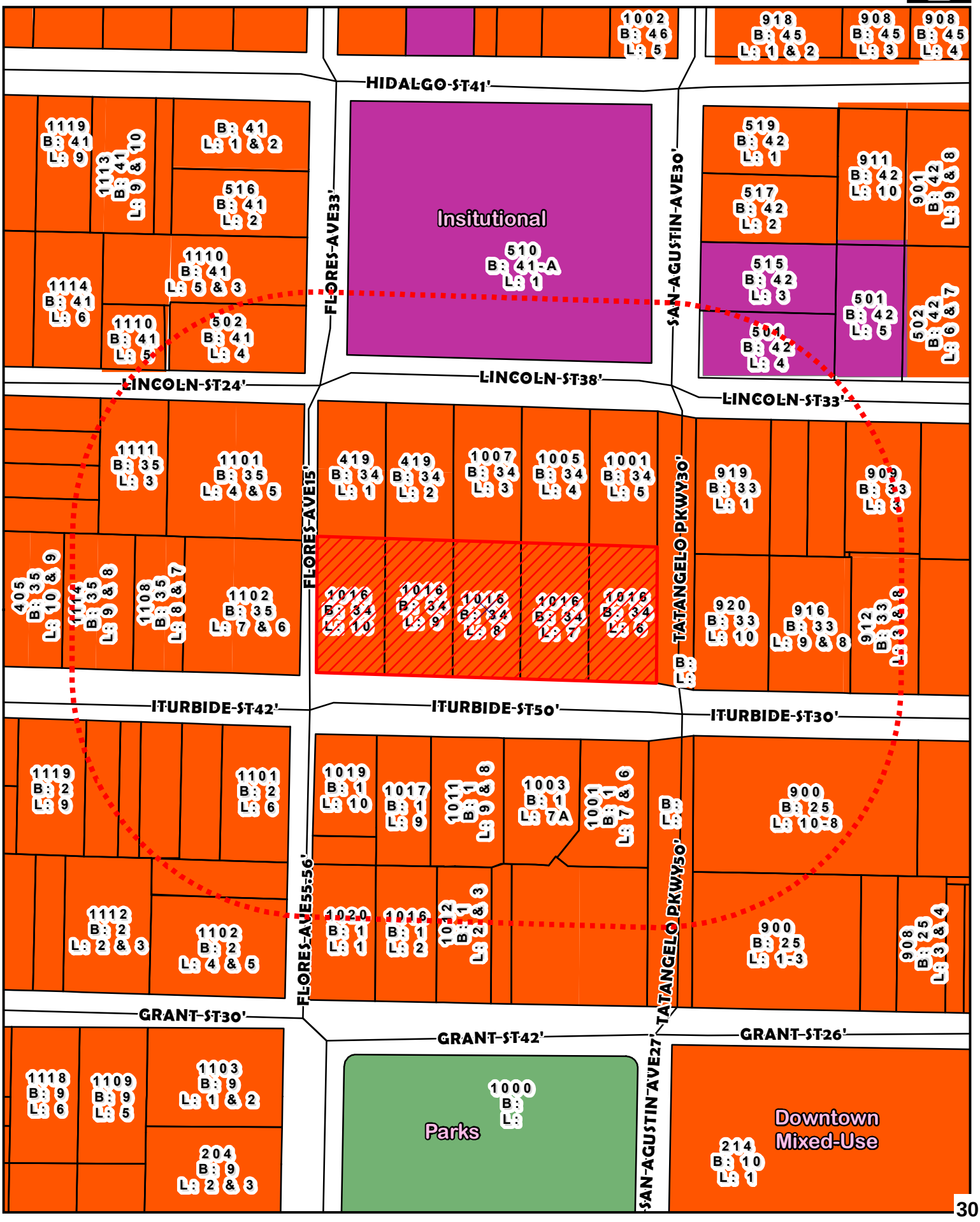
HD-002-2024

1016 ITURBIDE STREET

COUNCIL DISTRICT: 8

1 inch = 100 feet

Date: 1/10/2024



200' NOTIFICATION

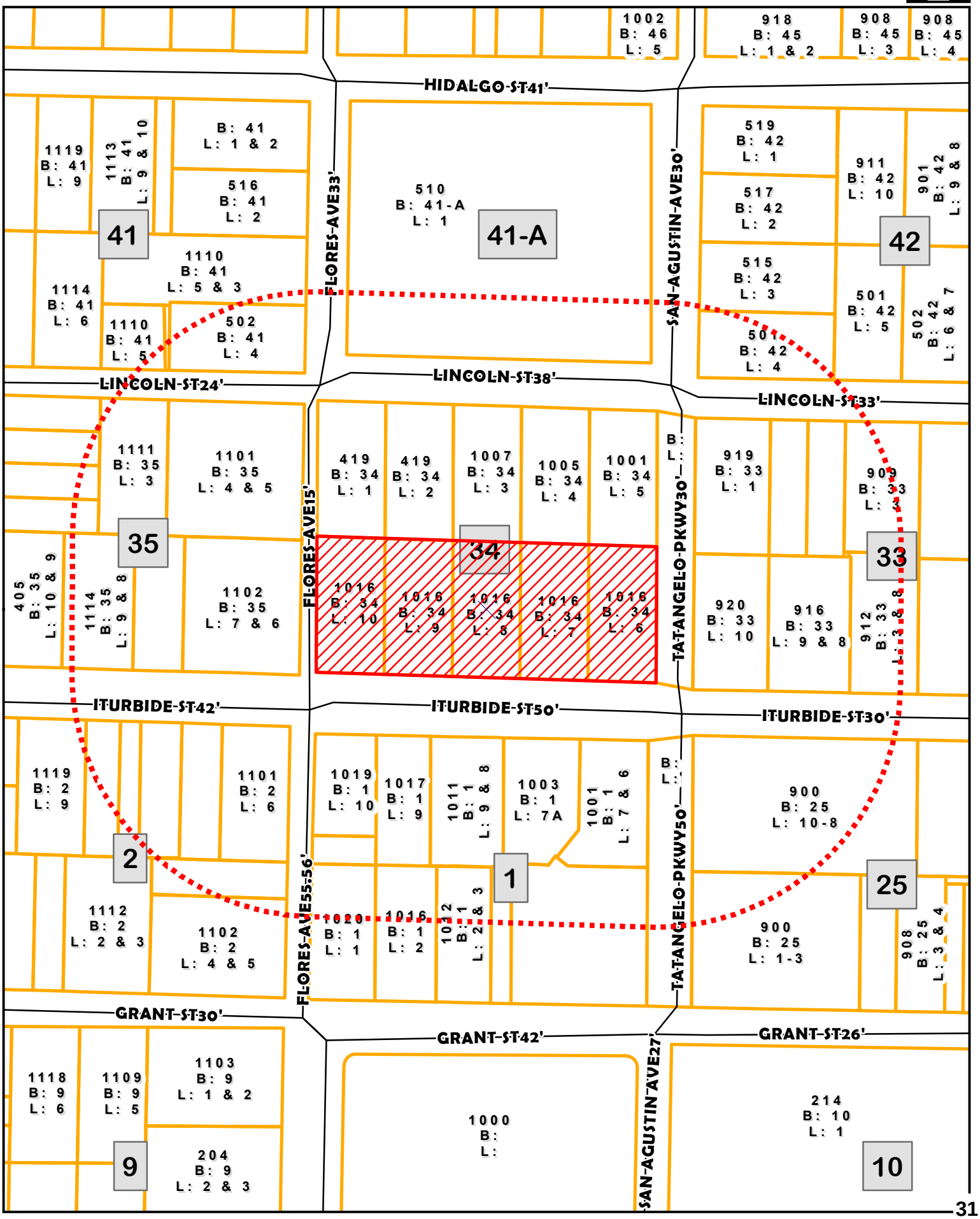
HD-002-2024

1016 ITURBIDE STREET

COUNCIL DISTRICT: 8

1 inch = 100 feet

Date: 1/10/2024



SCOPE WORK
On # 1016 Iturbide St.

1.- IN THE EXISTING BUILDING, A HOLE WILL BE OPENED IN THE WALL, TO INSTALL A DOOR WITH 2 FIXED WINDOWS AT HALF HEIGHT, CALLED FLAG TYPE, AS SHOWN IN PHOTOS AND DRAWINGS. (Complying with the City Requirements)
(Material Frame & Insulated Glass)



EXISTING



PROPOSED



#1016 Iturbide St. Laredo Tx. 78040



ADD EXIT EMERGENCY SIDE DOOR (on San Agustin Ave.)

Opening Aprox. 72 Sq. ft. (as Shown in Plans & Pictures)

1016 ITURBIDE ST. Suite # 9 ; Laredo Tx. 78040

Tenant's Name : Discotheque 1971

Owner Name : AMERICAN PROPERTIES AGENCY INC.

AX DESIGN & CONSTRUCTION
PO BOX 47134, LAREDO TX. 78045
Telephone: 956-333-3459
E-mail: ax_construction@yahoo.com

PEDRO ALBERTO AVILA
PRESIDENT /DESIGNER

SIGNATURE

SYNERGY STRUCTURAL ENGINEERING, INC.
1119 Flores Ave. SUITE 200
Laredo, TX. 78040
(956) 753-5665 synergy@synergy-se.com
TBPE Reg. No.: F-7661

Builder : Napoleon Construction LLC

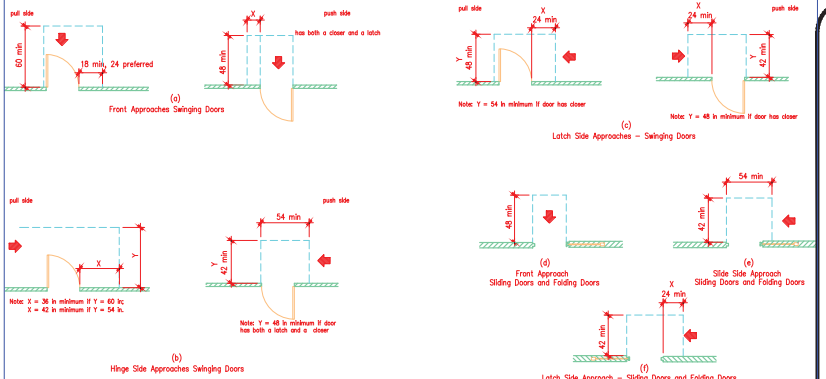
ARCHITECTURAL PLANS INDEX OF DRAWINGS

1	PORTRATE & SITE PLAN, INDEX & ADA Standards
2	FLOOR PLAN & PROPOSED, ELEVATION & CROSS SECTION
S101	GENERAL NOTES PARTIAL (Floor Plan And Detail)

CODE DATA (Applicable Codes) 2021- O - 198

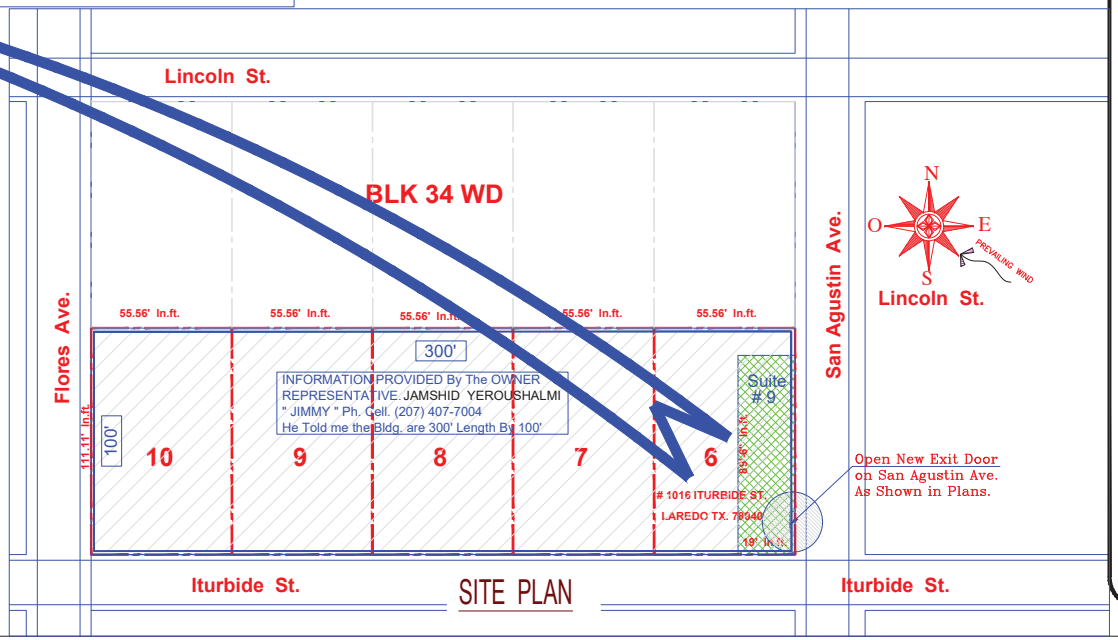
All Building Construction Should be in Compliance with the Following Codes:

2018 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
BUILDING AGENCY / JURISDICTION CITY OF LAREDO, TEXAS WEBB COUNTY
2018 edition INTERNATIONAL MECHANICAL CODE
2018 edition INTERNATIONAL PROPERTY MAINTENANCE CODE
2018 edition INTERNATIONAL ENERGY CONSERVATION CODE
2018 edition INTERNATIONAL EXISITING BUILDING CODE
2012 edition TAS (Texas Accesibility Standrads)
AMERICAN WITH DISABILITIES ACT ACCESIBILITY GUIDELINES (ADAAG)
2017 edition NATIONAL ELECTRICAL CODE of THE NATIONAL FIRE PROTECTION ASSOCIATION
2018 edition INTERNATIONAL FIRE CODE (IFC) With Local Amendments
2018 edition INTERNATIONAL PLUMBING ELECTRICAL CODE
2018 edition INTERNATIONAL FUEL GAS CODE
2018 edition INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE

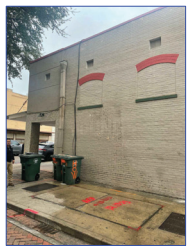


LEGAL DESCRIPTION

ADDRESS: # 1016 ITURBIDE ST. LAREDO TX. 78040
LOT: 6 (Corner Lot)
BLOCK: 34 WD
SUBDIVISION: WESTERN DIVISION
ZONING: H –AE



SITE PLAN



Currently View Condition on Elevation



PROPOSED View on Elevation (ADD EXIT DOOR & 2 SIDE LIGHTS WINDOWS)

General Notes

THESE DRAWINGS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT DESIGNER AX Design & Construction THEY MAY NOT BY, REUSED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT PRIOR APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT. COPY RIGHT DATE FEBRUARY, 2024

ADD Exit Emergency Door at Discotheque 1971 on #1016 Iturbide St. Laredo Tx. 78040, LOT 6 (Corner Lot); BLK. 34WD

DESIGNER : AX DESIGN & CONSTRUCTION ; OWNER: American Properties Agency Inc.

PORTRATE, & SITE PLAN, INDEX & ADA Standards

No.	Revision/Issue	Date

Firm Name and Address
Designer: AX Design & Construction
Pedro Avila
Phone: (956) 333-3459
PO BOX. 47134
Laredo Tx, 78045
ax_construction@yahoo.com

Project Name and Address
Builder : Napoleon Construction LLC
Napoleon Construction LLC
RESIDENTIAL & COMMERCIAL
(956)774-8164

Project	ADD Exit Door
Date	02/27/2023
Scale	As Noted
Sheet	HD1



> YES 45 FS/FI

Center Set Storefront System

SYSTEM DESCRIPTION:

YES 45 FS (1-3/4"x 4-1/2") is a center set, flush glazed framing system designed primarily for 1/4" glass or infill panels 1/4" to 3/8" thick. YES 45 FI (2"x 4-1/2") is a center set, flush glazed framing system developed for 1" insulating glass and other types of infill panels of varying thicknesses. Both systems will accommodate YKK AP's hinged mullion, as well as our flexible mullion; these mullions allow more creative freedom where curves and angles become a functional part of the design.

OPTIONS & FEATURES:

- Outside or Inside Glazed
- Screw Spline and Shear Block Assembly
- Gasket With Stretch-Resistant Cord
- Integral Entrance Door Frames
- Enhanced Water Infiltration Resistance
- Integrates with Model 20D/35D/50D Single and Paired Doors



> YES 45 FS/FI

Center Set Storefront System Specifications

1.01 SUMMARY

A. Section Includes: Aluminum Storefront Systems
   1. YKK AP Series YES 45 FS/FI Storefront Systems (Monolithic Glazing)
B. Related Sections:
   1. Sealants: Refer to Division 7 Joint Treatment Section for sealant requirements.
   2. Glass and Glazing: Refer to Division 8 Glass and Glazing Section for glass and glazing requirements.

1.02 SYSTEM DESCRIPTION

A. Performance Requirements: Provide aluminum storefront systems that comply with performance requirements indicated, as demonstrated by testing manufacturer's assemblies in accordance with test method indicated.
   1. Air Infiltration: When tested in accordance with ASTM E 283 at differential static pressure of 6.24 PSF (299 Pa), completed storefront systems shall have maximum allowable infiltration of:
      a. 0.06 CFM/FT² (1.10 m³/h·m²) for YES 45 FS systems.
      b. 0.06 CFM/FT² (1.10 m³/h·m²) for YES 45 FI systems.
   2. Water Infiltration: No uncontrolled water when tested in accordance with ASTM E 331 at test pressure differential of:
   a. 10 PSF (479 Pa) for YES 45 FS systems.
      b. 10 PSF (479 Pa) for YES 45 FI systems.
      (or when required, field tested in accordance with AAMA 503). Fastener Heads must be seated and sealed against Sill Flashing on any fasteners that penetrate through the Sill Flashing.
   3. Wind Loads: Completed storefront system shall withstand wind pressure loads normal to wall plane indicated:
      a. Exterior Walls:
         1) Positive Pressure:
         2) Negative Pressure:
      b. Interior Walls (Pressure Acting in Either Direction):
   4. Deflection: Maximum allowable deflection in any member when tested in accordance with ASTM E 330 with allowable stress in accordance with AA Specifications for Aluminum Structures.
      a. Without Horizontals: L/175 or 3/4" (19.1mm) maximum. .
      b. With Horizontals: L/175 or L/240 + 1/4" (6.4mm) for spans greater than 13'-6" (4.1m) but less than 40'-0" (12.2m).
   5. Thermal Movement: Provide for thermal movement caused by 180 degrees F. (82.2 degrees C.) surface temperature, without causing buckling stresses on glass, joint seal failure, undue stress on structural elements, damaging loads on fasteners, reduction of performance, or detrimental effects.
   6. Thermal Performance: When tested in accordance with AAMA 1503.1 and NFRC 100:
      a. Condensation Resistance Factor (CRFf): A minimum of 44 for YES 45 FI systems.
      b. Thermal Transmittance U Value: 0.51 BTU/HR/FT²/°F or less for YES 45 FI systems.
   Note: Thermal Performance for the glazed system as a whole will be affected by the characteristics of the glass specified.

2.01 MANUFACTURERS

A. Acceptable Manufacturers: YKK AP America Inc.
   1. Storefront System: YKK AP YES 45 FS/FI Storefront Systems.
B. Storefront Framing System:
   1. Description: Center rabbet, exterior flush glazed; jambs and vertical mullions continuous; head, sill, intermediate horizontal attached by screw spline joinery.
   2. Components: Manufacturer's standard extruded aluminum expansion mullions, 0–15 degree hinged mullions, 90 degree corner posts, flexible corner posts, three way corner post, 93–170 degree flexible corner posts, entrance door framing, and indicated shapes.

2.02 MATERIALS

A. Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy.

2.03 ACCESSORIES

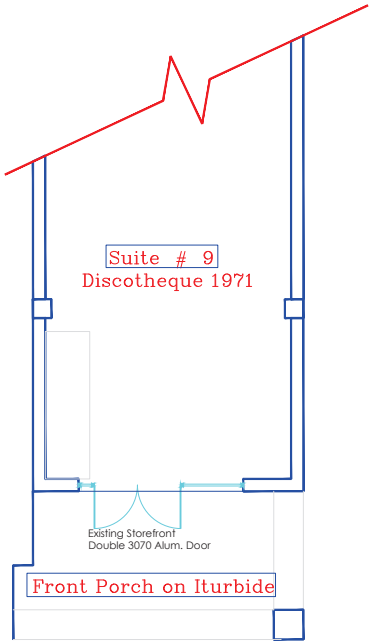
A. Manufacturer's Standard Accessories:
   1. Fasteners: Zinc plated steel concealed fasteners; Hardened aluminum alloys or AISI 300 series stainless steel exposed fasteners.
   2. Glazing: Setting blocks, edge blocks, and spacers in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864.
   3. 0.050 Aluminum Sill Flashing End Dams must have 3 point attachment.

2.06 FINISHES

A. Anodic Coating: Electrolytic color coating followed by an organic seal applied in accordance with the requirements of AAMA 612.
B. High Performance Organic Coating Finish: Type Factory applied two-coat 70% Kynar resin by Arkema or 70% Hylar resin by Solvay Solexis, fluoropolymer based coating system, Polyvinylidene Fluoride (PVF-2), applied in accordance with YKK AP procedures and meeting AAMA 2605 specifications.

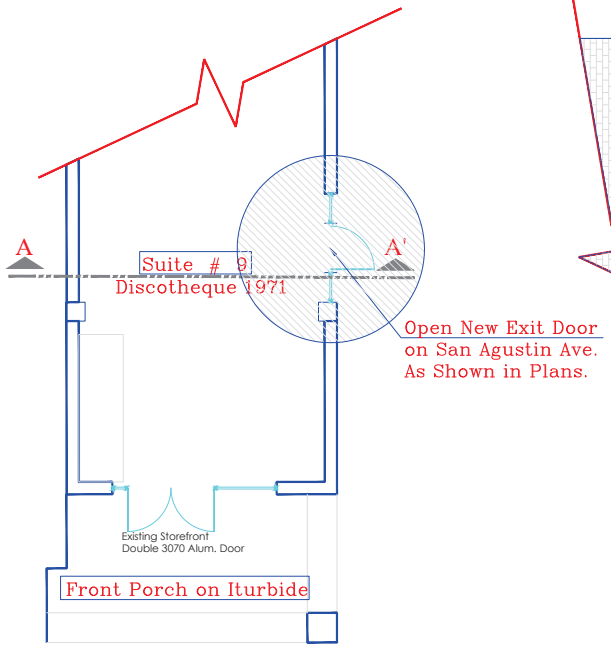
For additional information on architectural aluminum products offered by YKK AP America Inc. visit our web site at www.ykkap.com.

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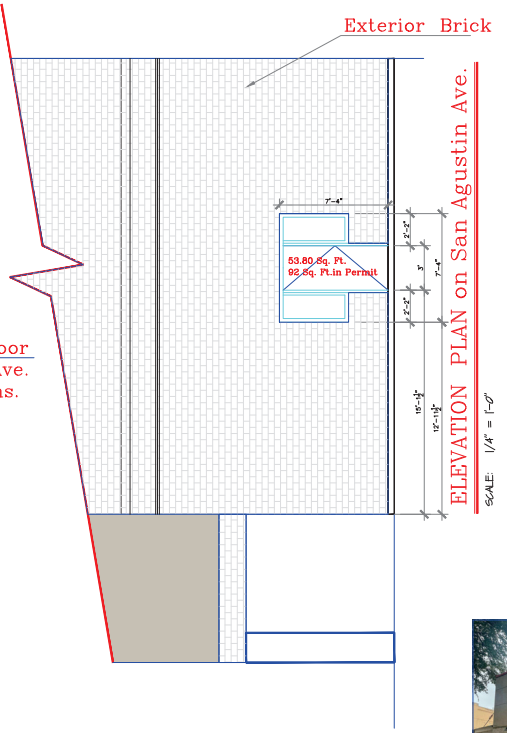
EXISTING
FLOOR PLAN

SCALE: 1/4" = 1'-0"



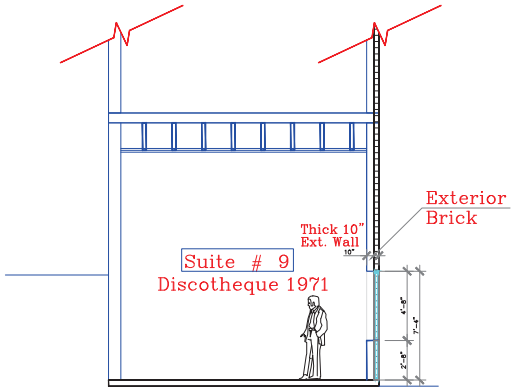
PROPOSED (ADD Exit Emergency)
FLOOR PLAN

SCALE: 1/4" = 1'-0"





Actual View Condition on Elevation



CROSS SECTION A–A' PLAN

SCALE: 1/4" = 1'-0"

SCOPE WORK
On # 1016 Iturbide St.

1.- IN THE EXISTING BUILDING, A HOLE WILL BE OPENED IN THE WALL, TO INSTALL A DOOR WITH 2 FIXED WINDOWS AT HALF HEIGHT, CALLED FLAG TYPE, AS SHOWN IN PHOTOS AND DRAWINGS. (Complying with the City Requirements)
(Material Frame & Insulated Glass)



EXISTING



PROPOSED



PROPOSED View on Elevation (ADD EXIT DOOR & 2 SIDE LIGHTS WINDOWS)

General Notes

THESE DRAWINGS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT DESIGNER AX Design & Construction THEY MAY NOT BY, REUSED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT PRIOR APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT. COPY RIGHT DATE FEBRUARY, 2024

ADD Exit Emergency Door at Discotheque 1971 on #1016 Iturbide St. Laredo Tx. 78040, LOT 6-7-8-9-10; BLK. 34WD

DESIGNER : AX DESIGN & CONSTRUCTION ; OWNER: American Properties Agency Inc.

FLOOR PLAN & PROPOSED, ELEVATION & CROSS SECTION

No.	Revision/Issue	Date

Firm Name and Address

Designer: AX Design & Construction
Pedro Avila
Phone: (956) 333-3459
PO BOX. 47134
Laredo Tx, 78045
ax_construction@yahoo.com

Project Name and Address

Builder : Napoleon Construction LLC

Napoleon Construction LLC
RESIDENTIAL & COMMERCIAL
(956)774-8164

Project	Sheet
ADD Exit Door	HD2
Date: 02/7/2023	
Scale: As Noted	

Proposed Rendering



Photos



Photos



Photos



City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Public Hearing & Introductory Ordinance 2.**

SUBJECT
Public Hearing and Introductory Ordinance adopting the proposed annual budget for FY2024-2025 with the approved motions by appropriating the proposed revenues, expenditures and balances reported therein for the year beginning October 1, 2024 and ending September 30, 2025, consistent with the financial plan described in said annual budget (see Exhibit "A") and Holiday schedule approved by City Council at the public workshop on August 7-9, 2024 (see Exhibit "B") authorizing the City Manager to implement said annual budget.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Section 6.04 of the City Charter requires that the City budget be prepared, and it shall contain a general summary of its contents, a detail of estimated income, indicating the proposed property tax levy, with estimated collectible and uncollectible amounts, and all proposed expenditures, including debt service, for the ensuing fiscal year, and it must be arranged as to show comparative figures for estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding year.
Section 6.06 of the City Charter requires that the Council shall publish on five separate days in a newspaper of general circulation in the City a notice of the general summary of the budget and capital improvement projects. The notice must state: (1) the times and places where copies of the budget are available for inspection by the public, and (2) the time and place, no less than fourteen (14) calendar days after such publication, for a public hearing on the budget. The dates of publication were July 31- August 4, 2024. The council shall hold at least one public hearing during the period its consideration.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends introduction of this ordinance.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
N/A

City Council

Meeting Date: 9/3/2024 **Public Hearing 3.**

SUBJECT
Public Hearing adopting the proposed FY2025-2029 Capital Improvement Plan of City of Laredo, as presented to City Council.

PREVIOUS COUNCIL ACTION
The Proposed 2025-2029 Capital Improvement Plan for the City of Laredo was submitted to City Council on August 5, 2024.

BACKGROUND
In conformance with Section 6.05 of the City Charter, the Proposed 2025-2029 Capital Improvement Plan (CIP) was submitted to Council on August 5, 2024. This public hearing was noticed on five separate days in a newspaper of general circulation on July 31 through August 4, 2024. The CIP was posted on City's website for public viewing.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Public hearing to be held.

Fiscal Impact

Fiscal Year:
Budgeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

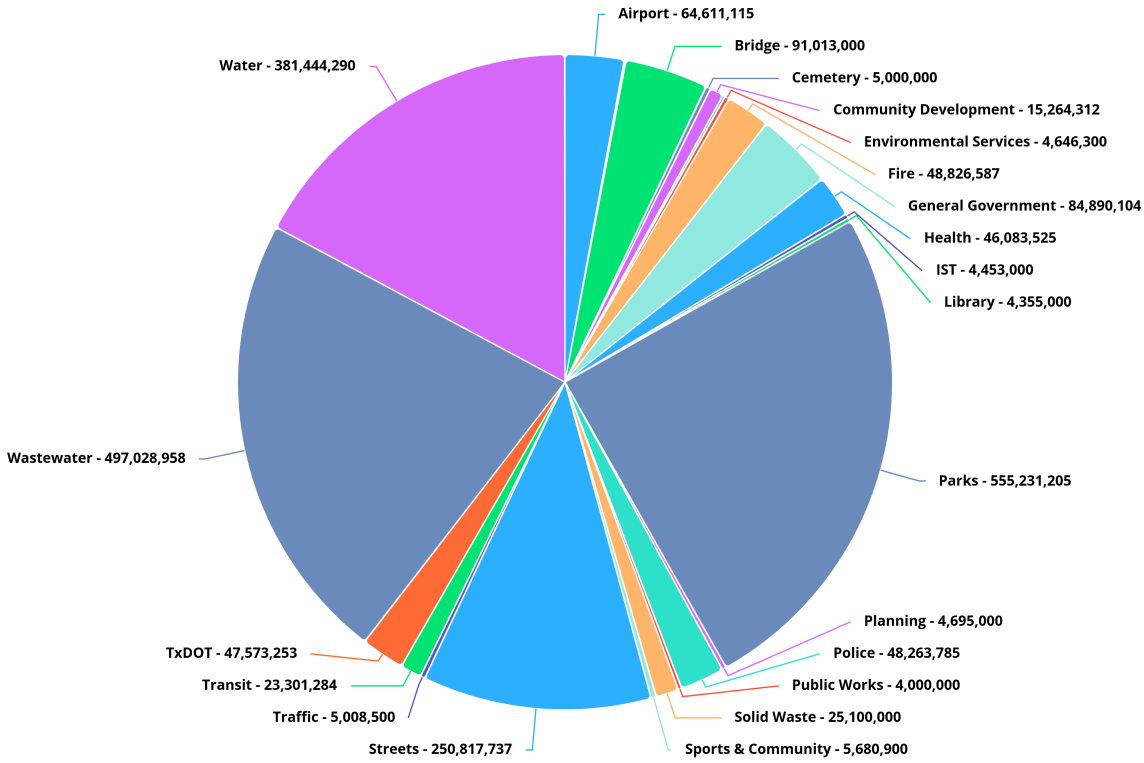
FINANCIAL IMPACT:
N/A

2025 through 2029

Capital Improvement Plan

Laredo, TX

Department Summary



Department	2025	2026	2027	2028	2029	Total
Airport	21,472,223	4,972,223	8,472,223	18,972,223	10,722,223	**64,611,115**
Animal Care Facility	1,348,000	623,700				**1,971,700**
Bridge	19,113,000	71,900,000				**91,013,000**
Building Dev Services	400,000					**400,000**
Cemetery				5,000,000		**5,000,000**
Community Development	15,264,312					**15,264,312**
Economic Development	2,595,838					**2,595,838**
Environmental Services	3,871,300	775,000				**4,646,300**
Fire	10,880,485	13,654,702	9,052,000	3,082,400	12,157,000	**48,826,587**
General Government	31,540,104	53,350,000				**84,890,104**
Health	4,478,525	4,455,000	4,450,000	32,700,000		**46,083,525**
IST	4,453,000					**4,453,000**
Library				4,355,000		**4,355,000**
Municipal Court		50,000				**50,000**
Parks	27,476,205	506,070,000	2,745,000	16,495,000	2,445,000	**555,231,205**
Planning	4,695,000					**4,695,000**
Police	11,048,160	15,305,000	9,110,000	5,512,500	7,288,125	**48,263,785**
Public Works		4,000,000				**4,000,000**

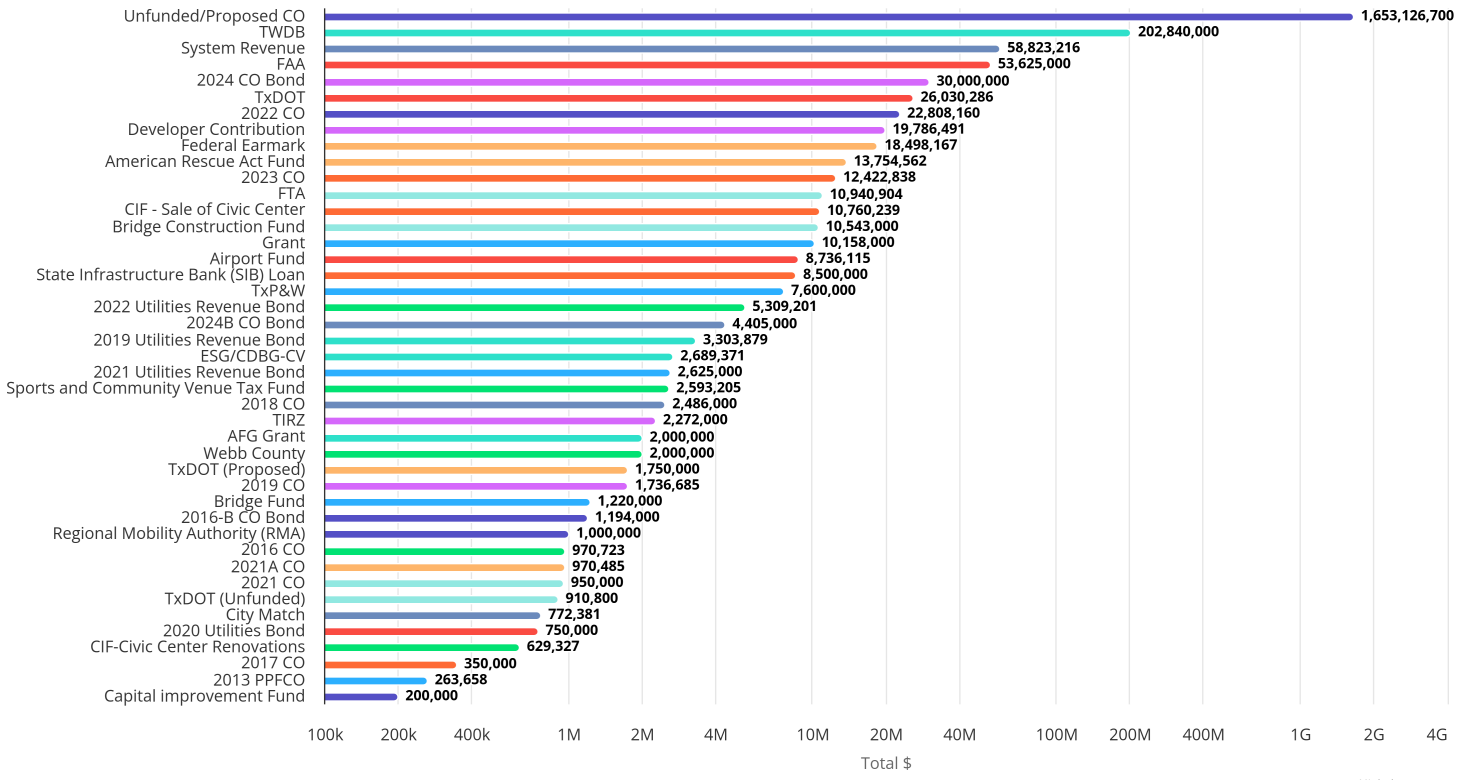
Department	2025	2026	2027	2028	2029	Total
Solid Waste	850,000	12,250,000	4,000,000	4,000,000	4,000,000	**25,100,000**
Sports & Community	5,680,900					**5,680,900**
Streets	18,140,264	45,113,773	2,000,000	185,563,700		**250,817,737**
Traffic	1,273,500	3,435,000	100,000	100,000	100,000	**5,008,500**
Transit	15,326,631	6,624,360	437,090	450,203	463,000	**23,301,284**
TxDOT	46,662,453			910,800		**47,573,253**
Wastewater	42,883,708	6,812,500	91,742,125	171,240,625	184,350,000	**497,028,958**
Water	93,830,708	43,357,500	134,312,791	7,465,625	102,477,666	**381,444,290**
GRAND TOTAL	**383,284,316**	**792,748,758**	**266,421,229**	**455,848,076**	**324,003,014**	**2,222,305,393**

2025 through 2029

Capital Improvement Plan

Laredo, TX

Funding Source Summary



Source	2025	2026	2027	2028	2029	Total
2013 PPFCO		263,658				**263,658**
2016-B CO Bond	1,194,000					**1,194,000**
2016 CO	970,723					**970,723**
2017 CO	350,000					**350,000**
2018 CO	2,486,000					**2,486,000**
2019 CO	1,736,685					**1,736,685**
2019 Utilities Revenue Bond	1,800,000	1,503,879				**3,303,879**
2020 Utilities Bond			750,000			**750,000**
2021A CO	970,485					**970,485**
2021 CO	950,000					**950,000**
2021 Utilities Revenue Bond		2,625,000				**2,625,000**
2022 CO	7,395,660	15,412,500				**22,808,160**
2022 Utilities Revenue Bond	500,000	1,139,595	3,669,606			**5,309,201**
2023 CO	12,422,838					**12,422,838**
2024B CO Bond	4,405,000					**4,405,000**
2024 CO Bond	30,000,000					**30,000,000**
AFG Grant		2,000,000				**2,000,000**
Airport Fund	2,147,223	2,972,223	622,223	1,922,223	1,072,223	**8,736,115**

Source	2025	2026	2027	2028	2029	Total
American Rescue Act Fund	13,754,562					**13,754,562**
Bridge Construction Fund	10,543,000					**10,543,000**
Bridge Fund	1,220,000					**1,220,000**
Capital improvement Fund	200,000					**200,000**
CIF-Civic Center Renovations	629,327					**629,327**
CIF - Sale of Civic Center	10,760,239					**10,760,239**
City Match	772,381					**772,381**
Developer Contribution	972,658	11,295,000	3,789,500	233,333	3,496,000	**19,786,491**
ESG/CDBG-CV	2,689,371					**2,689,371**
FAA	19,325,000	2,000,000	5,600,000	17,050,000	9,650,000	**53,625,000**
Federal Earmark	18,498,167					**18,498,167**
FTA	10,940,904					**10,940,904**
Grant	10,158,000					**10,158,000**
Regional Mobility Authority (RMA)	1,000,000					**1,000,000**
Sports and Community Venue Tax Fund	2,593,205					**2,593,205**
State Infrastructure Bank (SIB) Loan	8,500,000					**8,500,000**
System Revenue	14,735,716	11,250,000	15,156,250	12,206,250	5,475,000	**58,823,216**
TIRZ	2,272,000					**2,272,000**
TWDB		25,000,000		166,500,000	11,340,000	**202,840,000**
TxDOT	20,364,286		5,666,000			**26,030,286**
TxDOT (Proposed)	1,295,000	455,000				**1,750,000**
TxDOT (Unfunded)				910,800		**910,800**
TxP&W		7,600,000				**7,600,000**
Unfunded/Proposed CO	162,731,886	709,231,903	231,167,650	257,025,470	292,969,791	**1,653,126,700**
Webb County	2,000,000					**2,000,000**
GRAND TOTAL	**383,284,315**	**792,748,758**	**266,421,229**	**455,848,076**	**324,003,014**	**2,222,305,392**

City Council

Meeting Date: 9/3/2024 **Public Hearing & Introductory Ordinance 4.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY23-24 General Fund Fire Department's budget by increasing revenues and expenditures in the amount of $3,847.00 to appropriate funds awarded by Texas Municipal League (TML) for the funding of repairs to unit #272.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
Texas Municipal League (TML) has awarded the City of Laredo $3,847.00 for damages caused to Unit #272 a 2013 Ford Escape in a motor vehicle accident. The funds will be appropriated for repairs to the vehicle.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	General Fund-Fire EMS
Account #:	101
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The following accounts will be:
101-0000-373-2010 for $3,847.00
101-2415-523-2035 for $3,847.00

City Council

Meeting Date: 9/3/2024 **Public Hearing & Introductory Ordinance 5.**

SUBJECT
Public Hearing and Introductory Ordinance authorizing the City Manager to amend the FY23-24 General Fund Fire Department's budget by increasing revenues and expenditures in the amount of $1,425.00 to appropriate funds awarded by Texas Municipal League (TML) for the funding of repairs to unit 326.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Texas Municipal League (TML) has awarded the City of Laredo $1,425.00 for damages caused to Unit 326 (9109), a 2018 Dodge Ambulance, in a motor vehicle accident. The funds will be appropriated for vehicle repairs.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	General Fund - Fire EMS
Account #:	101
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
The following accounts will be:
101-0000-373-2010 for $1,425.00.
101-2415-523-2035 for $1,425.00.

City Council

Meeting Date: 9/3/2024 **Public Hearing & Introductory Ordinance 6.**

SUBJECT
Public Hearing and Introductory Ordinance amending the FY 2023-2024 9-1-1 Regional Administration Budget by appropriating additional revenues and expenditures provided by the Commission on State Emergency Communications in the amount of $1,598,165.00 to fund the NG911 Program for the South Texas Region, including Jim Hogg, Starr, Webb, and Zapata counties, for a total biennium amount of $7,195,515.00 for the period beginning September 1, 2023 through August 31, 2025.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City of Laredo approved Resolution 2003-R-066, requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata. The agreements with these entities are contracted with the City of Laredo beginning September 1, 2023 and ending on August 31, 2025.

The Commission on State Emergency Communications (CSEC) has awarded $4,636,493.00 to the City of Laredo 9-1-1 Regional Administration for FY 2024 and awarded $2,559,022.00 for FY 2025 for 9-1-1 Program and Equipment expenses.

This grant allocation allows the 9-1-1 Regional Administration to administer the 9-1-1 Program for the South Texas Region, including maintaining state compliance measures for the eight (8) Public Safety Answering Points (Laredo Police Department, Webb County Sheriff's Office, Jim Hogg County Sheriff's Office, Starr County Sheriff's Office, Rio Grande Police Department, Roma Police Department, Zapata County Sheriff's Office, and the Backup Training Center), maintaining the 9-1-1 Database, Equipment Replacement, and coordinating 9-1-1 Public Education efforts.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	No
Source of Funds:	911 Regional Fund
Account #:	258
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
FY 2024

Fund	Annual Budget	Amendment	Amended Budget
Revenues: 9-1-1 Regional	$3,038,328.00	$1,598,165.00	$4,636,493.00
Expenditures: 9-1-1 Regional	$3,038,328.00	$,1598,165.00	$4,636,493.00

ORDINANCE NO.

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE FY 2023-2024 9-1-1 REGIONAL ADMINISTRATION BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES PROVIDED BY THE COMMISSION ON STATE EMERGENCY COMMUNICATIONS IN THE AMOUNT OF $1,598,165.00 TO FUND THE NG911 PROGRAM FOR THE SOUTH TEXAS REGION, INCLUDING JIM HOGG, STARR, WEBB, AND ZAPATA COUNTIES, FOR A TOTAL BIENNIUM AMOUNT OF $7,195,515.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2025.

WHEREAS, on September 19, 2022 City Council adopted the 9-1-1 Regional Administration fiscal year 2022-2023 annual budget (RCOM24); and

WHEREAS, on September 18, 2023, City Council adopted the 9-1-1 Regional Administration fiscal year 2023-2024 annual budget (RCOM25); and

WHEREAS, the City of Laredo on September 18, 2023 accepted a grant from the Commission on State Emergency Communications (CSEC) to fund the 9-1-1 Program and Equipment budgets for the South Texas Region for Fiscal Years 2024-2025; and

WHEREAS, the City of Laredo will accept additional funds to grant from the Commission on State Emergency Communications (CSEC) to fund the NG911 Program and Equipment budgets for the South Texas Region for Fiscal Year 2024; and

WHEREAS, on July 26, 2023, the Commission on State Emergency Communications approved the FY 2024 and FY 2025 Strategic Plan for South Texas 9-1-1 Region, as administered by the City of Laredo; and

WHEREAS, the Strategic Plan authorizes expenses for all administrative, program, and capital budgets for the South Texas Region, including Jim Hogg, Starr, Webb and Zapata Counties; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1:
The City of Laredo 9-1-1 Regional Administration will accept a grant from the Commission on State Emergency Communications to fund 9-1-1 program and equipment budgets in order to administer the 9-1-1 Service Program in the South Texas Region.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO

MAYOR

ATTEST:

Mario I. Maldonado
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

Doanh "Zone" T. Nguyen
CITY ATTORNEY

ATTACHMENT "A" - Method of Finance
2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

2024						
Method of Finance	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2024 Total**
9-1-1 Service Fees	$ -	$ 2,232,110	$ -	$ 141,000	$ -	**$ 2,373,110**
CSEC 9-1-1 Equalization Surcharge	$ -	$ -	$ -	$ -	$ -	**$ -**
General Revenue	$ -	$ -	$ -	$ 1,500,000	$ -	**$ 1,500,000**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ 488,529	$ -	$ 274,854	**$ 763,383**
2024 Total	**$ -**	**$ 2,232,110**	**$ 488,529**	**$ 1,641,000**	**$ 274,854**	**$ 4,636,493**

Commission Meeting Approved Budget	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2024 Total**
2023 - Jul: Original Budget	$ -	$ 2,232,110	$ 390,364	$ 141,000	$ -	**$ 2,763,474**
2023 - Sep	$ -	$ -	$ -	$ -	$ 274,854	**$ 274,854**
2024 - May	$ -	$ -	$ 98,165	$ 1,500,000	$ -	**$ 1,598,165**
2024 Total	**$ -**	**$ 2,232,110**	**$ 488,529**	**$ 1,641,000**	**$ 274,854**	**$ 4,636,493**

With my signature on page two, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

ATTACHMENT "A" - Method of Finance
2024 - 2025 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for South Texas Development Council - City of Laredo

2025						
Method of Finance	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2025 Total**
9-1-1 Service Fees	$ -	$ 2,368,970	$ -	$ -	$ -	**$ 2,368,970**
CSEC 9-1-1 Equalization Surcharge	$ -	$ 190,052	$ -	$ -	$ -	**$ 190,052**
General Revenue	$ -	$ -	$ -	$ -	$ -	**$ -**
Next Generation 9-1-1 Service Fund	$ -	$ -	$ -	$ -	$ -	**$ -**
2025 Total	**$ -**	**$ 2,559,022**	**$ -**	**$ -**	**$ -**	**$ 2,559,022**

Commission Meeting Approved Budget	**Administration**	**Program**	**NG911 Program**	**Equipment**	**NG911 Equipment**	**2025 Total**
2023 - Jul: Original Budget	$ -	$ 2,559,022	$ -	$ -	$ -	**$ 2,559,022**
2025 Total	**$ -**	**$ 2,559,022**	**$ -**	**$ -**	**$ -**	**$ 2,559,022**

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget."

Andrew Friedrichs

Andrew Friedrichs, Executive Director - CSEC

6/26/2024

Date

Joseph Neeb, City Manager - South Texas Development Council - City of Laredo

Date

NOTE:
S.B. 8, 87th Leg., 3rd **appropriated** Next Generation 9-1-1 (NG9-1-1) Service Fund. H.B. 2911 and H.B. 2896, 87th Leg., R.S. **created** the NG911 Service Fund.

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 7.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article II, Division 1, Section 2-29, "Compensation of mayor and council members" of the code of ordinances in order to update, provide clarification and add a provision regarding the commencement of terms.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
Click or tap here to enter text.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
N/A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 1, SECTION 2-29, "COMPENSATION OF MAYOR AND COUNCIL MEMBERS" OF THE CODE OF ORDINANCES IN ORDER TO UPDATE, PROVIDE CLARIFICATION, AND ADD A PROVISION REGARDING THE COMMENCEMENT OF TERMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo has established compensation for the Mayor and City Council members to ensure they are fairly remunerated for their service; and

WHEREAS, it is the intent of the City Council to ensure that the compensation provisions are clear, unambiguous, and free of any conflicting language; and

WHEREAS, the City Council has reviewed the current language of Chapter 2, Article II, Division 1, Section 2-29 of the Code of Ordinances and identified areas where clarification and amendments are necessary; and

WHEREAS, the City Council deems it in the best interest of the City of Laredo to amend the aforementioned section to enhance understanding and eliminate any uncertainty;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City of Laredo Code of Ordinances, Chapter 2, Article 2, Division 1, Section 2-29 entitled "Compensation of Mayor and City Council Members" is hereby amended as follows:

(1) This section applies to the mayor and council members, who hereinafter are referred to as the members of the governing body.

(2) Pursuant to Ordinance No. 2016-0-137, the annual salary for the mayor shall be seventy-five thousand dollars ($75,000.00) per year, ~~including allowances,~~ as approved by city council on April 4, 2016.

(3) Pursuant to Ordinance No. 2016-O-137, the annual salary for the council members shall be fifty thousand dollars ($50,000.00) per year, ~~including allowances,~~ as approved by city council on April 4, 2016.

(4) The members of the governing body shall be entitled to benefits on the same basis as all other city employees, ***[including but not limited to cost-of-living adjustments, subject to budget approval.]***

(5) The members of the governing body shall be reimbursed for actual and necessary expenses which are submitted with expense verification in accordance with this section and/or prior policy and existing ordinances and city policy, including, but not limited to:

(a) Travel out-of-town in the course of city business.

(b) Lodging out-of-town in the course of city business.

(c) Meals out-of-town in the course of city business.

(d) Cost of stationery in the course of city business.

(e) Cost of postage in the course of city business.

(f) The ~~actual value of annual leave taken from other employment in order to attend to city official business, at the~~ applicable hourly rate~~.~~ ***[is based on the annual salary in subsections (2) and (3) for attendance at required out-of-town city business.***

(6) Except as provided by subsection (7), the members of the governing body shall be reimbursed under a non-accountable plan pursuant to 26 CFR § 1.62-2(c)(3) for the following expenses as well:

(a) Transportation/vehicle cost of one thousand two hundred dollars ($1,200.00) per month for the mayor and seven hundred and fifty dollars ($750.00) per month for each councilmember, which the city council finds to the actual minimum necessary amount for the performance of the duties of public office.

(b) Home office costs of seven hundred and fifty dollars ($750.00) per month which the city council finds to be the actual minimum cost for the performance of the duties of public office.

(c) Cell phone cost of one hundred and fifty dollars ($150.00) per month, which the city council finds to be the actual minimum cost for the performance of the duties of public office.

(7) The members of the governing body may elect to be reimbursed under an accountable plan in accordance with 26 CFR § 1.62-2(c)(2)(i) for the actual and necessary expenses associated with transportation/vehicle, home office, and cell phone on a form to be provided by the director of financial services with the corresponding expense substantiation. If a member of the governing body makes an election pursuant to this subsection, the member shall be reimbursed in the following manner:

(a) Transportation/vehicle cost not to exceed ***[one thousand, two hundred dollars ($1,200.00) per month for the mayor and]*** seven hundred and fifty dollars ($750.00) per month ***[for a council member]***, provided that each ~~member~~ ***[person]*** must certify the actual ownership or lease of a vehicle and its use and the resulting expense on a monthly basis.

(b) Home office costs determined on the basis of actual square footage, percentage of use, allowance for parking, utilities, taxes and insurance; but not to exceed seven hundred and fifty dollars ($750.00) per month. The reasonable rental value is assumed to be eight (8) percent annually of the appraised value as established by the Webb County Appraisal District, or an independent M.I.A. appraisal. The city council finds that the use of office space at home for such purposes is accepted, normal, reasonable and necessary and provides for this method to cover the actual costs of such use. Each member must certify the actual ownership or lease of residence and its use and the resulting expense annually on a form for determination of the amount, and must certify the continuing use and applicability of the expense on the monthly submission for expense.

(c) Actual cell phone costs for city business calls not to exceed one hundred and fifty dollars ($150.00) per month if submitted from the actual cell phone billing records, provided that each member must certify actual use of a cell phone and applicability of the expense during each monthly period.

(8) Any item not coming within the above enumerations, or those in prior policy and existing ordinances, are not deemed to be actual and necessary and are not reimbursable.

(9) The director of financial services shall set up a reporting and record system whereby each member of the governing body provides documentation to the extent required by subsections (5) and (7), or by other policy, code provision, or ordinance, supporting any and all reimbursement of actual and necessary expenses, and the members of the governing body shall comply fully with the requirements of such system. Failure to timely comply shall result in suspension of payment, and the director shall notify the city manager and the mayor of any such suspension of payment.

(10) No final payment may be paid for expenses ~~under an accountable plan~~ until the supporting paperwork is provided as required by subsections (5) and (7), except for necessary travel advances in accordance with city ordinances and policies.

[(11) The term for a City Council Member shall begin no earlier than January 1 after canvassing of the general election.]

Section 2. Chapter 2 of the City Code of Laredo Texas, as Amended, will remain in full force and effect, save and except as amended by this Ordinance.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with

the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall become effective after its passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON

THIS THE _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____

MARIO MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH "ZONE" T. NGUYEN
CITY ATTOREY

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 8.**

SUBJECT
Authorizing the City Manager to execute a parcel development ground lease agreement between the City of Laredo and Gravity Jets, LLC, Fort Lauderdale, FL, on a 13.42 acre +/- tract of land, legally described as a 13.42 acres out of Block 1, Laredo Airport Subdivision, and Abstract 239, City of Laredo, Webb County Texas, as recorded in Volume 5, Page 1, of the Plat Records of Webb County, Texas, for the purposes of constructing and developing a fixed-base operator facility. The lease term shall be for thirty years, with one option to extend for an additional nine years. The monthly rent shall be $11,691.50, and shall be adjusted commencing on the first anniversary of the occupancy term effective date. Rent shall be adjusted on each successive anniversary thereafter by the percentage change in the Consumer Price Index (CPI); providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo International Airport is proposing to enter into a parcel development ground lease agreement with Gravity Jets, LLC, is a limited liability corporation, for the purposes of constructing and developing a Fixed Based Operator (FBO) Facility at the Laredo International Airport.

The Laredo International Airport currently has two FBO's that provide service to General Aviation aircrafts. In order to better service customer's landing at LRD, the airport is interested in developing a new FBO facility. Gravity jet's is proposing to develop this facility on a 13.42 acre tract of land to provide a variety of aviation services, such as aircraft storage, maintenance, and repairs.

Gravity Jets proposal includes developing the following:

Aircraft Ramp - 240,000 sqft
Paint Hangar - 51,150 sqft
FBO Hangar - 30,000 sqft
FBO - 6,000 sqft
Maintenance Hangars - 80,000 sqft
Support Space - 26,600 sqft
Administrative Facility - 32,000 sqft

The Laredo International Airport is in support of the development of said project. If approved, this project will attract more aircrafts to the Laredo International Airport and will also create new jobs, leading to the stimulation of our economy.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Revenue
Account #:	Aeronautical Ground Rent
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE 2024-O-XXX

AUTHORIZING THE CITY MANAGER TO EXECUTE A PARCEL DEVELOPMENT GROUND LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND GRAVITY JETS, LLC, FORT LAUDERDALE, FL, ON A 13.42 ACRE +/- TRACT OF LAND, LEGALLY DESCRIBED AS A 13.42 ACRES OUT OF BLOCK 1, LAREDO AIRPORT SUBDIVISION, AND ABSTRACT 239, CITY OF LAREDO, WEBB COUNTY TEXAS, AS RECORDED IN VOLUME 5, PAGE 1, OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND DEVELOPING A FIXED-BASE OPERATOR FACILITY. THE LEASE TERM SHALL BE FOR THIRTY (30) YEARS, WITH ONE (1) OPTION TO EXTEND FOR AN ADDITIONAL NINE (9) YEARS. THE MONTHLY RENT SHALL BE $11,691.50, AND SHALL BE ADJUSTED COMMENCING ON THE FIRST ANNIVERSARY OF THE OCCUPANCY TERM EFFECTIVE DATE. RENT SHALL BE ADJUSTED ON EACH SUCCESSIVE ANNIVERSARY THEREAFTER BY THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX (CPI); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Laredo International Airport is interested in developing a new FBO facility in order to better service customer's landing at LRD; and

WHEREAS, the Laredo International Airport has proposed to enter into a parcel development ground lease agreement with Gravity Jets, LLC, a limited liability corporation, for the purposes of constructing and developing a Fixed Based Operator (FBO) Facility at the Laredo International Airport; and

WHEREAS, Gravity Jet's shall develop a facility on a 13.42 acre tract of land owned and managed by the Airport, to provide a variety of aviation services, such as aircraft storage, maintenance, and repairs; and

WHEREAS, the lease term shall be for thirty (30) years, with one (1) option to extend for an additional nine (9) years; and

WHEREAS, the monthly rent shall be $11,691.50, and shall be adjusted commencing on the first anniversary of the occupancy term effective date; and

WHEREAS, rent shall be adjusted on each successive anniversary thereafter by the percentage change in the Consumer Price Index (CPI); and

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the City Manager to execute a parcel development ground lease agreement between the City of Laredo and Gravity Jets, LLC, Fort Lauderdale, FL, on a 13.42 acre +/- tract of land, legally described as a 13.42 acres out of Block 1, Laredo Airport Subdivision, and Abstract 239,

City of Laredo, Webb County Texas, as recorded in Volume 5, Page 1, of the Plat Records of Webb County, Texas, for the purposes of constructing and developing a fixed-base operator facility; and

WHEREAS, the Mayor and City Council of the City of Laredo have heard the recommendations of the Airport Director and have determined that such a lease is in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT

SECTION 1. The Mayor and City Council authorize the City Manager to execute a parcel development ground lease agreement between the City of Laredo and Gravity Jets, LLC, Fort Lauderdale, FL, on a 13.42 acre +/- tract of land, legally described as a 13.42 acres out of Block 1, Laredo Airport Subdivision, and Abstract 239, City of Laredo, Webb County Texas, as recorded in Volume 5, Page 1, of the Plat Records of Webb County, Texas, for the purposes of constructing and developing a fixed-base operator facility. The lease term shall be for thirty (30) years, with one (1) option to extend for an additional nine (9) years. The monthly rent shall be $11,691.50, and shall be adjusted commencing on the first anniversary of the occupancy term effective date. Rent shall be adjusted on each successive anniversary thereafter by the percentage change in the Consumer Price Index (CPI).

SECTION 2. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF_____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO A. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

LEASE BETWEEN

CITY OF LAREDO ("LESSOR")

AND

GRAVITY JETS, LLC ("LESSEE")

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EXHIBIT A **Legal Description**
EXHIBIT B **Insurance Requirements**
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PARCEL DEVELOPMENT GROUND LEASE (FBO TRACT)

NOTE: This lease is subject to City Council approval and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS §

COUNTY OF WEBB §

This PARCEL DEVELOPMENT GROUND LEASE ("Lease") is made and entered into as of _____ (the "Effective Date") by and between the City of Laredo, Texas, a home rule city, hereinafter referred to as "LESSOR" and Gravity Jets, LLC, a Delaware limited liability company, with a registered address at , referred to herein as "LESSEE."

B A C K G R O U N D:

A. LESSOR currently owns and operates those premises known as the Laredo International Airport, sometimes referred to as "Airport" lying and situated within the incorporated limits of the City of Laredo, Webb County, Texas, and;

B. LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to lease that certain parcel of land as further set forth as Exhibit "A" hereto (the "Parcel" or the "Premises") to LESSEE, who then, will use commercially reasonable efforts to construct certain improvements upon which shall be utilized as a Fixed-Based Operator.

C. LESSOR agrees to make available to LESSEE under separate instrument land at Airport's south fuel farm location necessary to support LESSEE's fuel dispensing operations, which land is shown on the plan attached hereto as Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE agree as set forth below.

ARTICLE I: AGREEMENT

1.01 DEFINITIONS:

"Additional Rent": shall have the meaning set forth in Section 1.09.

"Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"Airport Laws": shall have the meaning set forth in Section 2.02.

"Airport Parcel": shall have the meaning set forth in Section 2.02.

“Base Annual Rent”: shall have the meaning set forth in Section 1.06 (A).

“Breach”: shall have the meaning set forth in Section 12.08 (A).

“Casualty”: shall have the meaning set forth in Section 6.05.

“Commencement Breach Notice”: shall have the meaning set forth in Section 3.02.

“Construction Plan”: shall have the meaning set forth in Section 1.05.

“Declaration”: shall have the meaning set forth in Section 2.01.

“Development Agreement”: shall have the meaning set forth in the recitals hereto.

“Effective Date”: shall have the meaning set forth in the recitals hereto.

“Extension Term”: shall have the meaning set forth in Section 1.05 (C).

“Full Insurable Value”: shall have the meaning set forth in Section 6.02 (A).

“Improvements”: shall have the meaning set forth in Section 1.04.

“Initial Term”: shall have the meaning set forth in Section 1.05.

“Lease Year”: shall have the meaning set forth in Section 1.06 (B).

“LESSEE Parties”: shall have the meaning set forth in Section 6.01(ii).

“LESSOR Parties”: shall have the meaning set forth in Section 6.01 (ii).

“Monetary Default”: shall have the meaning set forth in Section 7.01(A)(i).

“Mortgage”: shall have the meaning set forth in Section 8.01.

“Mortgagee”: shall have the meaning set forth in Section 8.01.

“Non-Monetary Default”: shall have the meaning set forth in Section 7.01(A)(ii).

“Occupancy Term”: shall have the meaning set forth in Section 1.05.

“Occupancy Term Effective Date”: shall have the meaning set forth in Section 1.06 (A).

“Parcel” or “Premises”: shall have the meaning set forth in the recitals hereto.

“Rent”: shall have the meaning set forth in Section 1.09.

“Security Plan”: shall have the meaning set forth in Section 10.08.

"Systems": shall have the meaning set forth in Section 12.08 (A).

"Term": shall have the meaning set forth in Section 1.05.

"TSA": shall have the meaning set forth in Section 10.08.

1.02 APPLICABILITY OF TERMS OF CONTRACT:

Terms of this Lease are binding upon the heirs, executors, administrators, trustees, and assigns of LESSEE and LESSOR.

1.03 DESCRIPTION OF PREMISES:

LESSOR, in consideration of the covenants and agreements embodied herein and in ancillary documentation attached hereto or referenced herein, does hereby lease and demise the Premises specified in Exhibit "A" hereto to LESSEE.

LESSEE hereby affirms that, except for LESSOR'S representations and warranties set forth in this Lease, LESSEE agrees to accept the Premises in its "AS IS, WHERE IS, WITH ALL FAULTS" condition at its current grade, free of all debris, but otherwise in its present condition and without any representation or warranty, express or implied by or from LESSOR as to the condition of the Premises or the fitness of the Premises for LESSEE's use. Further, LESSOR hereby covenants and agrees to provide LESSEE with any and all documentation and information requested or reasonably required by LESSEE in connection with the construction of the Improvements.

1.04 CONSTRUCTION OF IMPROVEMENTS:

LESSEE, at its own cost and expense, shall use all commercially reasonable efforts to obtain all permits and approvals necessary (collectively, the "Permits") to construct certain improvements upon the Premises in accordance with the Development Agreement therefor (the "Improvements"), submitted to and approved by LESSOR pursuant to the Development Agreement, and shall construct the Improvements so that the Improvements shall be substantially completed in accordance with the schedule set forth in the Development Agreement, subject to reasonable amendments thereto in accordance with construction and other applicable delays.

1.05 TERM OF LEASEHOLD:

The term of this Lease shall consist of an "Initial Term" an "Occupancy Term" and one "Extension Term," all of which collectively shall be referred to as the "Term."

A. (i) The Initial Term shall commence on the Effective Date hereof and continue for a period of one (1) year after the Effective Date (the "Initial Term Expiration Date"). During the first three (3) months of Due Diligence Period, LESSEE shall deliver to LESSOR a plan for development of improvements on the Premises (the "Construction Plan"), which shall include a facility of approximately 30,000 square feet that can be used as a hangar facility ("FBO Hangar"), two (2) maintenance hangars of approximately 40,000 square feet each ("Maintenance Hangar A

and Maintenance Hangar B"), a paint hangar of approximately 51,150 square feet ("Paint Hangar"), an administration support facility and support spaces of approximately 58,000 square feet ("Support Space"), and a ramp for aircraft of approximately 245,000 square feet ("Ramp Space"). LESSOR and LESSEE shall negotiate in good faith to agree upon the Construction Plan. If, despite the good faith efforts of the parties, LESSOR and LESSEE are unable to agree upon a Construction Plan within six (6) months of the Effective Date, then LESSEE shall have the right to terminate this Lease by on or before the Initial Term Expiration Date. During the Initial Term, neither Base Annual Rent nor Additional Rent shall be due and payable by LESSEE, nor shall Base Annual Rent or Additional Rent accrue, with the following exception. Base Annual Rent and Additional Rent shall be payable on a pro-rated square footage basis for any Improvements for which a Certificate of Occupancy is issued during the Initial Term. Annual Rent and Additional Rent shall be pro-rated accordingly.

(ii) During the Initial Term, LESSEE shall use commercially reasonable efforts to initiate construction of the Improvements consistent with the time frame agreed to by LESSOR and LESSEE in the Construction Plan.

B. The Occupancy Term shall commence on the expiration date of the Initial Term and shall continue for a period of thirty (30) years, unless sooner terminated in accordance with the terms and conditions set forth herein.

C. Provided that LESSEE is not in any Event of Default as provided hereunder, LESSEE shall have the right, upon giving LESSOR no less than six (6) months' written notice as provided herein prior to the expiration of the then current term, to extend the Occupancy Term for one (1) additional period of nine (9) years (the "Extension Term").

1.06 <u>RENTAL OBLIGATION AND MODE OF PAYMENT:</u>

A. Commencing on the date on which the Occupancy Term begins (the "Occupancy Term Effective Date"), LESSEE agrees to pay to LESSOR, an annual basic rental of One Hundred Forty Thousand Two Hundred Ninety-Eight Dollars and No Cents ($140,298.00) ("Base Annual Rent") in legal money of the United States of America with said Base Annual Rent to be paid exclusively during the Occupancy Term and any applicable Extension Term set forth herein. Base Annual Rent shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments Eleven Thousand Six Hundred Ninety-One Dollars and Fifty Cents ($11,691.50), with each such monthly installment to be due and payable on the first day of each calendar month occurring during the Occupancy Term and any Extension Term, as applicable.

B. Commencing on the first anniversary of the Effective Date (the "Occupancy Term Effective Date"), and on each successive anniversary thereafter,, Base Annual Rent shall be adjusted (except as provided below in Paragraph 1.06(C)) for the following twelve (12) month period (a "Lease Year") by the percentage change in the CPI (as defined below) as of such anniversary date compared to the CPI on the previous anniversary date. For this purpose, CPI shall mean, the Consumer Price Index, U. S. Average, All Urban Consumers, All Items, 1984 = 100 (Dallas-Fort Worth-Arlington), as compiled by the Bureau of Labor Statistics). This means that at the first anniversary date of the Occupancy Effective Date, and every year thereafter, the rent will

be adjusted on the percentage change in the CPI of the preceding twelve-month period. Should the percentage change in the CPI be less than zero, then in such event the rental rate shall not be adjusted, and the previous annual rental shall continue for the next Lease Year. If publication of the CPI is discontinued, the parties agree to accept comparable statistics; provided, however, that such comparable statistics shall not be applied in any manner which results in a year-over-year increase in the Base Annual Rent.

C. (i) In addition to the CPI adjustment described in Section 1.06(B) above, commencing on the tenth (10^{th}) anniversary of the Occupancy Term Effective Date and continuing on every fifth (5^{th}) anniversary thereafter, Base Annual Rent for the following Lease Year shall be adjusted upward but not downward to the then appraised fair market rental value of the Premises excluding any and all Improvements thereon.. Such adjusted Base Annual Rent shall apply for the following Lease Year until adjusted again the following Lease Year as provided in paragraph (B) of this Section 1.06.

(ii) Should LESSOR and LESSEE be unable to agree on such value by the date of each fair market value anniversary, then each, at their own cost and expense, shall appoint one qualified and licensed, as applicable, real estate appraiser and the two appointed appraisers shall determine the value of the Premises (less the Improvements) and the fair market value shall be the average of the two appraisals provided such appraisals are within five percent (5%) of each other (the "Acceptable Margin"). In the event the two appointed appraisers do not find the Premises (less the Improvements) to be of a value within the Acceptable Margin with respect to the other appraiser's valuation, the appraisers shall mutually select a third qualified and licensed, as applicable, appraiser with commercially reasonable rates to value the Premises and the fair market value shall then be the average of the three appraisals. The costs of the third appraiser shall be split equally between LESSOR and LESSEE.

(iii) All appraisals shall comply with the Uniform Standards of Professional Appraisal Practice. As used herein "qualified real estate appraiser" shall mean an appraiser licensed in the State of Texas with experience in the Laredo metropolitan area with an Appraisal Institute Member designation of MAI. Each party will bear the cost of their own appraisals. In the event a third appraiser is selected, then each party will share the cost of said appraiser equally.

1.07 <u>LATE CHARGE:</u>

A. Each installment of Base Annual Rent shall be payable no later than the third (3rd) day of each calendar month of the Occupancy Term and Extension Term, as applicable, without regard to notice, demand, setoff, deduction, defense, or counterclaim.

B. Except as otherwise provided in this Lease, the rental obligation of LESSEE shall be due and payable as provided in this Section and shall not be affected by circumstances or occurrences, but not limited to damages to or destruction of the Premises or any part of them, including improvements; use restrictions or interference with any use of the Premises or the like; claims of LESSEE against LESSOR; and notice of termination by either LESSOR or LESSEE.

C. Should LESSEE fail to pay when due any installment of rental, or any other sum payable to LESSOR under the terms of this Lease, then interest at the lower of (a) the maximum

legal rate then payable by LESSEE in the State of Texas, or (b) twelve percent (12%) per annum, shall accrue from and after the date on which any such shall be due and payable, and such Interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued.

1.08 LEASEHOLD AD VALOREM TAXES AND UTILITIES:

A. LESSEE agrees to pay and discharge promptly, before delinquency, any applicable leasehold ad valorem taxes which may arise in connection with the leasehold estate established hereunder, including penalties and interest, or other impositions and government charges of any kind whatsoever that may be lawfully assessed against LESSEE or LESSOR, with respect to the Premises or any improvement.

This section does not preclude LESSEE from the assertion of any remedies available to it under the Texas Property Tax Code Annotated 41.41-42.28.

B. LESSEE will be responsible for developmental costs to improve the Premises including utility easement relocation, extensions, and upgrades required to service the Premises, including, but not limited to water, sewer, gas, electricity, and all other utilities to be used on the Premises.

C. This Section does not preclude LESSEE from the assertion of any remedies available to it under the laws of the State of Texas relating to the assessment and payment of leasehold ad valorem taxes with respect to the Premises.

1.09 TRIPLE NET LEASE:

This Lease is a "triple net" Lease during the Occupancy Term and any applicable Extension Term. The parties acknowledge and agree that LESSOR would not enter into this Lease if the Rent described in this Lease were not, from and after the commencement of the Occupancy Term, net to LESSOR or if LESSOR were to incur any liability whatsoever, foreseen or unforeseen, with respect to the Premises or any portion thereof, including the Premises and Improvements, or LESSEE'S exercise of any other of its rights under this Lease, with the exception of any liability that is directly and solely caused by the negligence or willful misconduct of LESSOR. Accordingly, as between LESSEE and LESSOR, except as specifically stated in this Lease, from and after the commencement of the Occupancy Term, LESSEE, shall pay all expenses, costs, taxes, fees, and charges of any nature whatsoever arising in connection with or attributable to the Premises, including without limitation, the Premises and the Improvements. All such taxes and assessments for any partial year during the Occupancy Term and the Extension Term, as applicable, shall be prorated between the LESSOR and LESSEE on the basis of the applicable tax fiscal year. LESSEE shall have the right to contest the amount or validity of any such imposition by appropriate legal proceedings, but this right shall not be deemed or construed in any way as relieving or modifying or extending LESSEE's covenant to pay any such imposition at the time and in the manner as provided herein. LESSOR shall, upon request, join in any such proceedings if LESSEE determines that it shall be necessary or convenient for LESSOR to do so in order for LESSEE to prosecute properly such proceedings, but LESSOR shall not be subject to any costs or expenses in connection with any such proceeding brought by LESSEE. LESSEE hereby covenants to indemnify and save LESSOR harmless from any such costs and expenses, including reasonable

attorneys' fees and costs incurred in connection therewith. The term "Rent" as used herein shall mean collectively the Base Annual Rent set forth above and any other amounts payable to LESSOR under this Lease, including all sums set forth in Sections 1.08 and 1.09 hereof (collectively, the "Additional Rent").

1.10 PERMITTED USE AND LICENSES:

A. The Premises shall be used and occupied solely as a Fixed Base Operator facility, which shall include an aviation maintenance, repair and overhaul facility for and related functions and otherwise in connection with the plans and specifications of the Improvements, as may be altered by consent of both LESSOR and LESSEE following the Effective Date hereof.

B. LESSEE shall obtain and maintain in effect all Federal Aviation Administration required certificates and licenses, as applicable to the parcel, necessary to comply with the requirements of this Lease and provide and maintain all facilities, equipment and qualified personnel required by such licenses and certificates to provide the services and perform the functions authorized or required herein.

C. Failure to maintain required certificates and licenses necessary to comply with the requirements of this Lease and to provide and maintain all facilities, equipment and qualified personnel required by such licenses and certificates to provide the services and perform the functions authorized or required herein shall constitute a default of LESSEE's obligations under this Lease that, if not remedied or timely cured in accordance herewith, shall constitute grounds for termination of this Lease by LESSOR insofar as LESSOR exercises the option to terminate set forth in this section within thirty (30) calendar days of the date on which LESSOR knew of such breach.

1.11 TAXES ON LEASE:

In addition to the rent paid above, and exclusively during the Occupancy Term and any applicable Extension Term, LESSEE shall pay to LESSOR all taxes and assessments to the extent attributable to this Lease or the Premises and due from and paid by LESSOR.

1.12 PEACEFUL POSSESSION AND QUIET ENJOYMENT:

Except for those cases in which the public health and safety demand otherwise, including, without limitation, those obligations set forth by the Airport Laws, LESSEE shall have full and unrestricted access to and egress from the Premises. This privilege extends to LESSEE and its employees, customers, guests, invitees, suppliers of materials and service and its and their equipment, vehicles, machinery, and other property.

ARTICLE II : DEVELOPMENT OF PREMISES - REQUIRED IMPROVEMENTS

2.01 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ARCHITECTURAL DESIGN GUIDELINES:

All improvements constructed on the Premises which are situated on a tract on which aeronautical travel or maintenance operations are conducted (an "Airport Parcel"), including the Improvements, shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, as may be amended from time to time (the "Declaration").

2.02 AIRPORT LAWS:

All improvements constructed on the property, including the Improvements, shall be subject to all applicable Airport Laws and regulations and to all federal, state, and local laws, rules and regulations pertaining to the Airport and to federally-obligated airports in general (collectively, "Airport Laws").

2.03 TYPE OF CONSTRUCTION:

A. All buildings as part of improvements constructed on the property, including the Improvements, shall be constructed in accordance with the specifications set forth in the Development Agreement, subject to reasonable amendments thereto which may be required in connection with certain construction requirements.

B. All buildings as part of improvements constructed on the property, including the Improvements, shall conform to all local building codes, ordinances, and to the Declaration.

ARTICLE III: PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

3.01 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease and hereby represents to LESSOR that LESSEE shall erect and otherwise construct certain building(s) of the size specified in the Development Agreement upon the Premises. The parties hereto understand and acknowledge that the representation set forth herein is a part of the total consideration of this Lease.

B. If, during the Initial Term or at any time prior to the completion of the Improvements, LESSEE is unable to obtain or otherwise procure any one or more of the Permits needed to construct the Improvements, LESSEE may, in its sole and absolute discretion, terminate this Lease and shall not be obligated to pay any Base Annual Rent or Additional Rent contemplated hereunder, as applicable.

3.02 TIME PERIOD FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION:

A. If LESSEE has not obtained all necessary permits and approvals, and commenced the construction of any of the Improvements within sixty (60) days of the agreement on the Construction Plan,, LESSOR may terminate this Lease upon the delivery of notice within ten (10)

days' immediately thereafter to LESSEE (the "Commencement Breach Notice"); provided, however, that if LESSEE uses commercially reasonable efforts to commence the construction following the delivery of the Commencement Breach Notice, said notice will be deemed withdrawn if construction is commenced within ten (10) days thereafter.

3.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:

A. Building or landscape alterations and the erection of additional structures on the Premises shall be subject to LESSOR'S approval, which shall not be unreasonably conditioned, withheld, or delayed. Plan submissions, approval, and time for completion of alterations and improvements shall be governed by the provisions of this Lease. LESSOR'S approval shall not be withheld in an arbitrary or otherwise unreasonable manner.

B. Any material alterations to structures, landscaping, or other improvements, without LESSOR'S written approval shall constitute a breach of this Lease that, if not remedied or timely cured in accordance herewith, shall constitute grounds for termination of this Lease by LESSOR insofar as LESSOR exercises the option to terminate set forth in this section within thirty (30) calendar days of the date on which LESSOR knew of any given alteration.

3.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

A. LESSEE covenants that it shall commit no waste, nor shall it allow the commission of waste upon or to the Premises during the Term.

B. LESSEE agrees to maintain in a safe, clean, well-kept, and orderly condition the Premises surrounding said Improvements, which shall include all landscaping and outside appearances to the street curb and the Right-of-Way.

C. LESSEE shall maintain the Improvements in a good state of repair and condition and in a presentable condition. The exterior finish on the Improvements shall be repainted and refinished as necessary to maintain the appearance of the Improvements in "as new" condition and appearance as commercially reasonable.

D. LESSEE shall keep at all times during the Term the Premises, including the Improvements, in a clean and orderly condition.

E. LESSEE shall provide and maintain in good operable condition at all times during the Term all fire protection and safety equipment and all other equipment, as applicable, of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any authority, including the City of Laredo and the LESSOR.

F. LESSEE shall observe all regulations and requirements of insurers on the Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport during the Term.

G. LESSEE shall repair at its sole cost and expense any damage caused thereby to paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon during the Term.

H. LESSOR confirms to LESSEE that LESSEE is authorized to sublease parts of the Premises pursuant to the terms of this Lease so long as such subleasing is within LESSEE's ordinary course of business with regard to its FBO operation. Notwithstanding such subleasing, LESSEE shall remain primarily liable for all obligations hereunder and any failure by LESSEE or any of its respective sublessees to perform any of the obligations under this Section 3.04 shall constitute a default by LESSEE hereunder, subject to the applicable cure periods set forth in Article 7 hereof.

3.05 RIGHT OF ENTRY:

A. LESSOR may, during regular business hours and after providing reasonable notice to LESSEE and, except in the case of an emergency as reasonably coordinated with LESSEE, enter the Premises for the purpose of ensuring LESSEE's compliance with plans and timetables for the construction of the Improvements upon the Premises as well as for ensuring compliance with certain restrictions and requirements embodied in this Lease.

B. LESSOR, as reasonably coordinated with LESSEE (except in the case of an emergency), reserves the right to inspect during regular business hours the Premises and Improvements and all equipment and vehicles of LESSEE used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this Lease. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

3.06 LESSOR COOPERATION:

From time to time and at any time during the Term of this Lease, LESSEE may request that LESSOR assist, cooperate, provide information, and otherwise be actively involved in efforts in furtherance of the construction of the Improvements, including, but not limited to, efforts in connection with the Texas Department of Transportation's road expansion efforts, which may from time to time affect and otherwise encumber the Premises. LESSOR shall not be under any affirmative obligation to provide such assistance but shall act in good faith with regard to any such request in order to timely facilitate the construction of the Improvements.

ARTICLE IV: USE RESTRICTIONS

4.01 GENERAL:

A. No land, alteration, or structure erected by LESSEE shall be used or occupied in any manner which would violate any Airport Laws, or could create the following conditions from prohibited uses:

1. Adversely affecting the health, comfort, or safety of members of the general public or other lessees of LESSOR; or

2. Adversely affecting the beneficial enjoyment and use of properties let to LESSOR's other lessees.

B. Prohibited uses include, but are not limited, those which create any of the following outside of the ordinary operation of the applicable facilities:

1. Fire hazards;

2. Explosive hazards;

3. Excessive noise, except that associated with normal aircraft activities;

4. Excessive vibration, except that associated with normal aircraft activities;

5. Excessive shock, except that associated with normal aircraft activities;

6. Smoke, dust, pungent odors, noxious emissions constituting air pollution;

7. Electrical disturbances; and

8. Excessive liquid or solid refuse, waste, or emissions.

4.02 ULTRA-HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS:

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property upon the Premises, shall be conducted upon the Premises by (or permitted by) LESSEE.

4.03 DUST CONTROL:

All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other dust-free surfacing. These areas shall be maintained in good condition by LESSEE and shall be at all times kept free of weeds, trash, dust, and other debris. They shall be drained and graded properly and in accordance with state and local building codes, as applicable. This dust control shall be accomplished before the issuance of a certificate of occupancy.

4.04 GLARE:

Any operation producing intense glare shall be performed within an enclosed or screened area in such a manner which prevents the glare so emitted from being discernible from any point on the property line of the Premises.

4.05 REFUSE AND TRASH:

No refuse or trash shall be kept, stored, or allowed to accumulate on the Premises for a concurrent period in excess of seven (7) calendar days.

4.06 SEWAGE DISPOSAL SYSTEMS:

No cesspool, septic tank or other sewage disposal system or device shall, at any time, be installed, maintained, or used upon the Premises.

ARTICLE V: OBLIGATIONS IN CONNECTION WITH THE CONDUCT OF CERTAIN BUSINESS

5.01 LESSEE'S OBLIGATIONS:

LESSEE shall:

(a) Not divert or cause to be diverted any viable and qualified potential lessee of a portion of the property which comprises of the Airport in a manner in which causes such viable and qualified lessee to instead lease property not located at the Airport and located within fifty (50) miles of the Airport which otherwise results in a commercial gain or benefit realized by LESSEE during the Term hereof.

(b) Maintain all books and records pertaining to this Lease in accordance with accepted accounting practice during the Term hereof and for such further period if LESSEE is required to maintain such records for a longer period by law, ordinance, administrative rule or judicial proceeding;

(c) Comply with all Airport Rules and Regulations and Airport Law, including but not limited to all rules and regulations of the FAA, the Texas Department of Transportation and other federal, state, and local laws, rules, regulations, ordinances and obligations, including without limitation all existing and future ordinances adopted by the City of Laredo (or any subsequent sponsor of the Airport); and

(d) Provide LESSOR with a copy of any notice, warning, summons, or other legal process for the enforcement of any laws, ordinances, rules, regulations, decisions, or orders materially affecting the Improvements during the Term within ten (10) business days of receipt thereof.

5.02 LESSOR'S OBLIGATIONS:

LESSOR shall:

(a) Within ten (10) business days after written request from LESSEE, or as soon as approved by the City of Laredo, LESSOR shall execute and deliver any document reasonably required by any supplier, lessor, or lender in connection with the granting, creating, or perfecting by LESSEE of a security interest in and to the Leasehold Improvements, LESSEE's leasehold

interest under this Lease and/or LESSEE's personal property, and/or any trade fixtures, furniture, fixtures and equipment, inventory, signs or other personal property installed by LESSEE, and any proceeds therefrom, pursuant to which LESSOR shall waive, or subordinate, as the case may be, any rights it may have or acquire with respect to such items, and any proceeds therefrom.

(b) Provide LESSEE with a copy of any notice, warning, summons, or other legal process for the enforcement of any laws, ordinances, rules, regulations, decisions, or orders materially affecting LESSOR's operations at the Premises during the Term within five (5) business days of receipt.

(c) Provide LESSEE, and their clients, as applicable, with access to certain portions of the Airport tract and applicable facilities in furtherance and support of LESSEE's provision of one or more of the following services, including, but not limited to, LESSORS grant of ingress and egress, access to certain portions of the Airport, and inclusion in certain Airport programs:

i. Aircraft Maintenance: Specialized and normal aircraft installation or repair services (avionics, propellers, instruments, accessories, engines, modifications, etc.).

ii. Flight Services: aircraft charter, air taxi operations, aerial sight-seeing, aerial advertising, aerial photography, pipeline patrol, air ambulance, and other services normally provided by fixed based operators.

iii. Aircraft Rentals: Provision of aircraft for lease/rental by FAA-certified pilots.

iv. Aircraft Sales: The sale of new or used aircraft.

v. Flight Instruction: Flight training and rental aircraft for FAA pilot ratings.

vi. Ramp Service: Ramp service at the main terminal or other Airport locations, including into-plane delivery of aircraft fuel, lubricants, and other related aviation products; and providing of ramp equipment, aircraft cleaning and other services for persons or firms.

vii. Catering: Provision of food and beverages for aircraft and concierge services.

viii. Heating & De-icing: Airframe de-icing service and may make available engine preheat service.

ix. Oxygen and other Gases: Provision of Oxygen (suitable for human use) and nitrogen service.

x. Engine Starting: Provision of aircraft engine starting services with external ground power equipment suitable for use with 12 and 28 Volt aircraft systems.

xi. Fueling : Fuel storage and dispensing.

Notwithstanding the foregoing, the Fuel Storage Facility (defined herein) is to be occupied solely for the purpose of storage and dispensing of aviation fuels for fueling aircraft and no other use of the leased premises is permitted.

ARTICLE VI: INDEMNITY AND INSURANCE

6.01 INDEMNIFICATION:

LESSEE agrees to protect, defend, indemnify and hold LESSOR harmless from and against any and all loss, damage and liability arising from (i) LESSEE's failure to perform and observe its covenants hereunder, or (ii) any act or omission of LESSEE or its officers, agents, employees, independent contractors, licensees, sublessees and their respective employees, concessionaires or assignees (collectively, "LESSEE Parties") causing loss or damage to the Premises or a claim or cause of action against LESSOR arising out of the obligations of LESSEE set forth in this Lease; provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of LESSOR or its officers, agents, employees, independent contractors, licensees, concessionaires or assignees (collectively, "LESSOR Parties").

6.02 PROPERTY AND OTHER INSURANCE:

A. LESSEE, at its sole cost and expense shall, throughout Term of this Lease, keep or cause to be kept on all Improvements now or hereafter located upon the Premises, upon their construction, respectively, insurance for the benefit of LESSEE against loss or damage, including Property Insurance Coverage with a limit of 100% of the insurable replacement costs of the property on a special cause loss form with a $500,000 extra expense limit for demolition and debris removal. LESSEE shall be the named insured with the LESSOR being named as an additional named insured to protect by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief and all risk of direct physical loss, including flood and earthquake in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreements, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by the LESSEE to determine the Full Insurable Value as defined in this provision. The resulting determination shall be conclusive between the parties for the purpose of this Section. The expense of this appraisal shall be borne by LESSEE.

B. LESSEE shall, at its sole cost and expense, obtain insurance compliant with the requirements set forth in Section 6.06.

6.03 OBLIGATION OF LESSEE IN CONNECTION WITH CONSTRUCTION:

During the term of this Lease, should the Improvements be damaged or destroyed in whole or in part by fire or other casualty, LESSEE shall give prompt notice to LESSOR. LESSEE, at its own cost and expense, shall promptly repair and rebuild the same to the extent as the prior value of, and as near as is practicable to the character of the buildings and improvements existing

immediately prior to such damage. Such repairs, replacements or rebuilding shall be made by LESSEE and in accordance with the following terms and conditions.

A. Where applicable and prior to commencing related repairs LESSEE shall prepare or cause to be prepared, final working plans and specifications and shall submit the same to appropriate governmental agencies for approval. Upon approval by such agency and the issuance of permits for the commencement of construction, LESSEE shall deliver to LESSOR one complete set of the final working plans and specifications as approved by the appropriate governmental agencies

B. LESSOR may require LESSEE's subcontractor, to furnish a performance and payment bond.

C. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies, and said proceeds of such insurance policy or policies shall have been paid to LESSEE. LESSEE shall commence such repair, replacement or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

6.04 INSURANCE PROCEEDS:

A. Upon receipt by LESSEE of the proceeds of the insurance policy or policies, LESSEE shall deposit same in an escrow account to pay for the cost of such repair, replacement, or rebuilding. Such proceeds shall be disbursed by LESSEE during construction to pay the cost of such work. Notwithstanding the foregoing, if the terms of financing on the Improvements require different handling of such insurance proceeds, such terms will apply.

B. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, LESSEE shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by LESSEE.

6.05 DAMAGE TO OR DESTRUCTION OF PREMISES:

Should the Improvements be damaged by fire or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered untenantable (i.e. untenantable meaning LESSEE is not able to conduct its regular business in the whole of the Premises without interruption or interference), LESSEE shall promptly remove any resulting debris and repair/rebuild the Improvements to the condition existing immediately prior to the Casualty, and there shall be no abatement of Rent specifically in connection therewith and without reference to any other applicable abatement period set forth hereunder. If, as a result of a Casualty, the Premises or any part thereof, shall be rendered untenantable (i.e. LESSEE shall not be able to conduct its regular business in the whole of the Premises without interruption or interference), then, LESSEE shall, at LESSEE's sole cost and expense, with due diligence, remove any resulting debris and repair/rebuild same to the condition existing immediately prior to the Casualty. All prepaid Rent and other charges, if any, paid by LESSEE for periods after the date of such damage or destruction shall be refunded and/or prorated based on the portion of the Premises rendered untenantable during the period of untenantability. If LESSOR does not commence the repair and

restoration work required pursuant to this Section 6.05 within sixty (60) days after the date of such Casualty or thereafter does not diligently pursue such work to completion, then LESSOR shall have the right, at LESSOR's option, to either: (i) upon ten (10) days prior notice to LESSEE, perform such repair/restoration work at the sole cost of LESSEE, which cost LESSEE shall pay to LESSOR during the course of such repairs within ten (10) days of invoice by LESSOR; (ii) seek to obtain specific performance of LESSEE's repair and restoration obligations pursuant to the laws of the State of Texas; or (iii) terminate this Lease by thirty (30) days written notice to LESSEE, without waiving LESSOR's rights to damages for LESSEE's failure to perform its covenants and obligations hereunder.

6.06 CONTENTS

LESSEE shall obtain and keep in full force and effect Insurance to remain on the contents of the building improvements and on the Premises for the entire term of the Lease.

6.07 LIABILITY INSURANCE:

A. In addition to the insurance required under Exhibit "B", at the time specified for each below, LESSEE, at its sole expense, shall obtainand keep in force at all times during the term of this Lease, liability insurance issued by a company or companies of sound and adequate financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas, of the following types and minimum amounts:

1. As of the Effective Date, Commercial General Liability insurance at minimum combined single limits of $1,000,00.00 per occurrence and $2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000,000.00 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit. LESSEE shall cause its sublesse to comply Airport Minimum Insurance requirements specified in Exhibit "B" (FBO Insurance).

2. As of the Effective Date, Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. As of the Effective Date, Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, non-owned, and hired car coverage.

4. Should LESSEE or any sublessee regularly have one more of its aircraft on the Premises, for those facilities in which aircraft are stored or maintained, Hangarkeepers Legal Liability, at minimum limits of $2,000,000 per-aircraft/$2,000,000 per-occurrence

5. As of the Effective Date Umbrella Liability levels of $5,000,000 each occurrence and aggregate with respect to the Primary Commercial General Liability Insurance. .

6. Prior to the commencement of construction of the Improvements, Pollution Insurance in a minimum amount of $1,000,000.

7. In the event that LESSEE acquires aircraft during the term of this Lease, LESSEE shall provide LESSOR with related adequate insurance coverage as per LESSOR'S requirements.

B. Each of the above policies, with the exception of the workers' compensation policy, shall include LESSOR as a named additional insured and provide under contractual liability coverage for the covenants and indemnification of LESSOR under the terms of this Lease. In addition, each policy shall be endorsed to be primary and non-contributory regardless of the application of other insurance. The naming of LESSOR as an additional insured in such policies of liability insurance shall not thereby cause LESSOR to be deemed a partner or joint venture with LESSEE or any sublessee in its business conducted on the Airport.

C. Each of the above insurance policies shall contain a waiver of subrogation in favor of LESSOR.

D. General Comprehensive Public Liability Insurance Policy shall protect LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE or any sublessee at the Airport to the extent of the coverage amounts set forth in such policy as required hereunder.

E. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

F. Certificates, in duplicate, of all insurance coverage required of LESSEE shall be promptly filed with LESSOR. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to LESSOR at least thirty (30) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this Lease prior to the cancellation of the existing insurance policy(s). LESSEE shall provide LESSOR with all certificates of insurance complying with this Lease required upon execution hereof within ten (10) days of the execution of this Lease and annually thereafter prior to the renewal of such insurance upon request by LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

G. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

H. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as

shall be considered reasonably necessary by LESSOR and consistent with the terms and conditions of this Lease, provided, however, that the LESSOR may only exercise its right under the foregoing upon six (6) months' notice to LESSEE and any such change must be in line with requirements at comparable facilities at comparable airports and, in any event, not more burdensome than applicable to comparable tenants at the Airport.

I. LESSEE agrees that any subcontractor(s) hired by LESSEE in connection with the construction of the Improvements shall be required to maintain insurance coverages as are required of LESSEE hereunder and which are applicable to such subcontractor in connection with the specific services rendered by such subcontractor.

6.08 INSURANCE POLICIES AND MODIFICATIONS:

A. LESSEE will cause certificates evidencing the insurance required under Section 6.02 (B) to be deposited no later than five (5) days prior to the commencement of construction of the Improvements.

B. LESSEE will cause certificates of all insurance policies required under Section 6.02 (A) and Section 6.07 to be deposited with LESSOR no later than thirty (30) days following the completion of the construction of the Improvements.

ARTICLE VII: DEFAULT

7.01 DEFAULTS OF LESSEE:

(A) The following shall constitute "Events of Default" by LESSEE under this Lease.

(i) LESSEE shall not have paid Rent or any other amount payable by LESSEE pursuant to this Lease when due (a "Monetary Default"), provided however, that not more than two (2) times during any Lease Year LESSOR shall provide LESSEE with written notice of such failure to pay Rent or any other amount and LESSEE shall have ten (10) business days following the date of such notice until the failure to pay shall constitute a "Default" hereunder; or

(ii) LESSEE shall not have performed any of the other material covenants, terms, conditions or provisions of this Lease within ten (10) days after LESSEE'S receipt of written notice specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such ten (10) day period, LESSEE shall not be deemed to be in default hereunder if LESSEE commences to cure such default within such ten (10) day period and thereafter continues the curing of such default with all due diligence (a "Non-Monetary Default"), but in no event longer than sixty (60) days; or

(iii) LESSEE files, or there is filed against LESSEE, a petition (which is not dismissed, or dispositive motions are not filed in connection therewith, within ninety (90) in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or

(iv) an order is entered adjudicating LESSEE bankrupt or approving an involuntary petition seeking a reorganization of LESSEE under the Federal Bankruptcy Code or any other

applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of LESSEE, and the order is not vacated or stayed within ninety (90) days of entry; or

(v) LESSEE makes a general assignment for the benefit of creditors; or

(vi) this Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against LESSEE, or is taken upon or subjected to any attachments by any creditor of LESSEE or claimant against LESSEE, and the attachment is not discharged within sixty (60) days after its levy. Upon the occurrence of a Default (provided LESSOR has not thereafter accepted a cure for such Default), then LESSOR shall have the remedies set forth below; or

(vii) LESSEE permits the Premises or any part thereof to be used for any unauthorized or any unlawful business purpose following five (5) days' notice of such unauthorized or unlawful use by LESSOR.

(B):

(i) Terminate this Lease.

(ii) Terminate LESSEE'S right to possess the Premises by re-entering the Premises after due legal process and court order, without terminating this Lease and recover actual (but not consequential or special) damages.

(iii) Perform any of LESSEE'S sublessee's obligations under this Lease, and LESSEE shall reimburse LESSOR within ten (10) days after written demand for all out of pocket, documented costs incurred by LESSOR in doing so. *Not withstanding the aforesaid, should LESSOR determine in its sole reasonable judgment that LESSEE is not in compliance with any aspect of the Security Plan, LESSOR shall have the right immediately to perform any of the obligations there under and receive reimbursement as provided herein.*

(iv) Obtain injunctive or other equitable relief, or exercise any other remedy provided herein (provided LESSOR shall in no event be entitled to consequential, special, or punitive damages).

(C) No notice from LESSOR under this Lease will constitute an election by LESSOR to terminate this Lease unless the notice specifically says so. Upon the delivery of a valid and timely termination notice as set forth herein, LESSOR may elect to terminate this Lease, reenter the Premises, and take possession thereof, without prejudice to any other remedy which LESSOR may have under this Lease. In such event, LESSEE shall surrender and deliver up the Premises to LESSOR and upon any default by LESSEE in so doing, LESSOR shall have the right to recover possession by summary proceedings, and to apply for the appointment of a receiver or for other ancillary relief in such action.

(D) In the event of any termination of this Lease in accordance with the provisions of this Section, LESSEE shall pay to LESSOR all Rent due and payable at that point in time and not

thereafter, and other sums required to be paid by LESSEE to and including the date of such termination. In addition, if LESSOR terminates this Lease, LESSEE shall be liable to LESSOR for, and shall pay to LESSOR, as damages, an amount equal to the Rent required herein during the period from the date of such expiration, termination, reentry or repossession to and including the end of what would have been the Term of this Lease in the absence of such termination, discounted at the then-current Prime Rate. "Prime Rate" shall mean the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition), or any successor publication or index.

(E) LESSOR may elect to not terminate this Lease, but rather reenter the Premises and take possession thereof and relet the Premises, or any part thereof. In such event, LESSOR shall have no legal obligation to mitigate its damages resulting from the occurrence of such Default. LESSOR shall have no rights to any and all business personal property of LESSEE including proprietary and trademarked assets. Additionally LESSOR shall not use LESSEE branding nor shall LESSOR represent Premises, or any part therof, to be affiliated with LESSEE in name or any visual image.

(F) In recovering its damages hereunder, LESSOR need not commence separate actions to enforce LESSEE'S obligations under this section or wait until the days on which Rent would be payable under this Lease but may recover its damages in one legal action, provided that any lump sum payment shall be discounted at the current Prime Rate, as set forth above.

(G) No right or remedy conferred upon or reserved to LESSOR in this Lease is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or existing at law or in equity. No waiver or assent, express or implied, to any breach of LESSEE'S covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by LESSOR'S failure to enforce the terms of this Lease strictly, including, without limitation, LESSOR'S failure to collect any Base Annual Rent or other sums due under this Lease, unless such waiver shall be in writing and shall state the specific act or failure which LESSOR has agreed not to treat as a Default.

7.02 <u>RIGHTS TO CURE.</u>

LESSOR shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the default of LESSEE, to perform any of the provisions of this Lease. In the event of the exercise of any such right by LESSOR, LESSEE agrees to pay to LESSOR forthwith upon demand all such sums, as additional rent. If LESSOR exercises its cure rights, LESSEE agrees to pay to LESSOR upon demand all such sums, as additional rent, as well as interest on such sums at the Interest Rate from the date incurred by LESSOR until the date paid by LESSEE. If LESSOR exercises its cure rights, LESSEE agrees to pay to LESSOR upon demand all such sums, as well as interest on such sums at the Interest Rate from the date incurred by LESSOR in connection with actions taken by LESSOR for which it is expressly entitled to initiate hereunder.

ARTICLE VIII: ENCUMBRANCES

8.01 ENCUMBRANCES:

A. LESSEE may encumber its rights hereunder by the execution and delivery of a mortgage. As used herein the term "Mortgage" includes a deed of trust, indenture, secured loan or the like, and the term "Mortgagee" includes the beneficiary thereunder. The Mortgagee of such Mortgage may deliver to LESSOR a written notice specifying:

1. The amount of the obligation secured by the Mortgage and the date of the maturity or maturities thereof, and

2. The name and address of the Mortgagee.

B. Simultaneously with the sending of any notice to LESSEE, LESSOR shall deliver to the Mortgagee pursuant to the terms of Section 12.18 a copy of every notice or demand served by LESSOR upon LESSEE under the terms and provisions of this Lease so long as such mortgage is in effect.

C. LESSOR agrees to execute and deliver with reasonable promptness such estoppels and certifications as LESSEE may reasonably require in connection with obtaining and maintaining a Mortgage.

D. LESSOR agrees to execute and deliver with reasonable promptness such memoranda of this Lease as LESSEE may reasonably require, including in connection with obtaining a Mortgage.

8.02 LEASEHOLD LIENHOLDER'S RIGHTS:

LESSEE will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Improvements (or to the Premises, to the extent that the LESSEE is responsible), any part thereof, which arises out of the use or occupancy of the Improvements (or to the Premises, to the extent that the LESSEE is responsible) by LESSEE or by reason of any labor or materials furnished or claimed to have been furnished to LESSEE or by reason of any construction, addition, alteration or repair of any part of the Improvements (or to the Premises, to the extent that the LESSEE is responsible) by LESSEE. LESSEE shall be permitted, upon prior written approval of LESSOR, to create a security interest in LESSEE's leasehold estate, which at all times shall be subordinate to and subject to all rules and regulations that pertain to LESSOR in its capacity as a commercial airport. If any such lien is filed against the Improvements other than an approved leasehold deed of trust (or to the Premises, to the extent that the LESSEE is responsible), within thirty (30) days after LESSEE's notice of the filing thereof, LESSEE shall cause such lien or claim to be released or discharged with respect to the Improvements (or to the Premises, to the extent that the LESSEE is responsible) by payment or bonding. Notwithstanding anything to the contrary set forth in this Lease, in no event shall the interest of LESSOR in all or any part of the Improvements (or to the Premises, to the extent that

the LESSEE is responsible) be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for Improvements or work made or done by or at the instance of LESSEE, whether or not the same shall be made or done with the consent of LESSOR, which shall not be unreasonably withheld or delayed, or by agreement between LESSEE and LESSOR.

ARTICLE IX:TERMINATION, CANCELLATION, ASSIGNMENT, AND TRANSFER

9.01 TERMINATION:

This Lease shall terminate automatically, without any notice or other action, at the end of the Term, subject to the renewal options set forth herein.

9.02 NO ASSIGNMENT, OR TRANSFER:

LESSEE shall not have the right or privilege to assign or transfer this Lease to any party, outside the ordinary course of business, without the prior written approval of LESSOR, which shall not be unreasonably withheld or delayed; provided, however, that LESSEE may assign portions of its leasehold estate evidenced by this Lease pursuant to certain subleases as between LESSEE and certain sublessors, which may otherwise contain language which serves to grant the sublessee thereunder a right to assume a pro-rata portion of LESSEE's obligations pursuant to this Lease, which pro-rata allocation shall be in LESSEE's sole and absolute discretion. Should any approval for any assignment or transfer of this Lease be given by LESSOR, such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein, including Section 1.10 titled "Permitted Use and Licenses."

Should any approval for any assignment, or transfer of this Lease be given by LESSOR, such sublease, assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein, including Section 1.10 titled "Permitted Use and Licenses."

9.03 SUBLEASING

Any sublease shall be subject to the same applicable conditions, obligations and terms as set forth herein and LESSEE shall be and remain primarily responsible for the observance by sublessees of the terms and covenants contained in this Lease.

9.04 EMINENT DOMAIN:

(a) The term "Total Taking" as used in this section means the taking of the entire Premises (or of so much thereof as to substantially prevent or impair the conduct of LESSEE's or any sublessee's business thereon) through the power or threat of eminent domain by any public or private authority lawfully possessed of that power. The term "Partial Taking" means the taking (other than a Total Taking) of a portion of the Premises, through the power or threat of eminent domain by any public or private authority lawfully possessed of that power.

(b) Total Taking - Termination. If during the Term there shall be a Total Taking, then this Lease shall cease and terminate as of the date of the taking of the Premises.

(c) Partial Taking - Partial Termination. If during the Term of this Lease there shall be a Partial Taking, this Lease shall terminate as to the portion of the Premises taken upon the date upon which the portion of the Premises is taken pursuant to eminent domain proceedings, but the Lease shall continue in force and effect as to the remainder of the Premises. The rent payable by LESSEE for the balance of the Term shall be abated in proportion to the amount of the Premises which was taken or is otherwise unusable by LESSEE or any sublessee.

(d) Effect of Termination. If this Lease is terminated, pursuant to this section, all rents and other charges payable by LESSEE to LESSOR hereunder, shall be paid up to the date upon which actual physical possession shall be taken by the condemning authority, and the Parties shall thereupon be released from all further liability in connection with this Lease.

ARTICLE X: OPERATING STANDARDS

10.01 MINIMUM OPERATING STANDARDS:

LESSEE shall comply with the minimum operating standards or requirements in accordance with the Airport Laws and regulations applicable to LESSEE'S activities on the Premises as they may be updated, re-issued and amended from time to time, provided such standards pertain to the entire Airport generally.

10.02 NON-DISCRIMINATION:

LESSEE shall furnish services on a fair, reasonable, and nondiscriminatory basis. Such services shall be deemed fair, reasonable and nondiscriminatory if furnished consistent with the current Airport Laws, and any subsequent amendments thereto or future ordinances promulgated by the LESSOR, FAA Grant Assurances and other rules and regulations required to be followed by the Airport.

10.03 GENERAL MANAGER:

A. LESSEE shall select and appoint a full-time general manager of its operations at the Premises. The general manager shall be qualified, experienced, and vested with full power and authority to act in the name of LESSEE with respect to the method, manner, and conduct of LESSEE'S operations.

B. The general manager shall be available at the Premises during regular business hours, and during the manager's absence during regular business hours a duly authorized subordinate who shall be in charge and available at the Premises. Normal and emergency telephone numbers shall be provided to the LESSOR's office and kept current.

10.04 SUFFICIENT EMPLOYEES:

LESSEE shall provide, at its sole expense, a sufficient number of employees necessary to provide the services required to adequately operate the Premises.

10.05 CONDUCT AND DEMEANOR:

LESSEE shall control the conduct, demeanor, and appearance of its employees which provide services in connection with LESSEE's operations.

10.06 NON-DISPARAGEMENT:

During the Term, LESSEE shall not demean, disparage or in other way speak or refer negatively to LESSOR or the Premises in any public forum or other way that becomes public. If LESSOR reasonably believes that this section has been violated, such violation shall not be considered a Default under this Lease unless LESSOR has provided LESSEE with notice thereof and LESSEE fails to take reasonable action to correct such violation.

10.07 NO HAZARDOUS MATERIALS:

(a) LESSEE shall not store fuels or hazardous material in any hangar except as approved in any applicable Federal, State, or local regulations and/or permits. "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Texas or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; all corresponding and related State of Texas and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws"). Notwithstanding anything herein to the contrary, the term "Hazardous Materials" shall also expressly include any product, material, or substance capable of release or discharge to the environment, including but not limited to firefighting foams and other fire suppressants, which contains in any measurable quantity any compound within that category of chemicals known collectively as Per- and polyfluoroalkyl substances (also known as PFAS), including but not limited to Perfluorooctanoic acid (also known as PFOA); Perfluorooctanesulfonic acid (also known as PFOS); Perfluorononanoic acid (also known as PFNA); Hexafluoropropylene Oxide Dimer Acid and its Ammonium Salt (also known as GenX Chemicals); Perfluorobutane Sulfonic acid (also known as PFBS, and including its related compound Potassium Perfluorobutane Sulfonate); and any other PFAS compounds presently or in the future under study by the United States Government, the State of Texas, or any other State government for inclusion on a list of substances subject to the setting of any Maximum Contaminant Level for purposes of human drinking water consumption under authority

of the Safe Drinking Water Act, as amended, 42 U.S.C. §300f, et seq., or any Texas or other State analogues to that statute.

(b) LESSEE shall not use, generate, manufacture, refine, produce, spill, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. If at any time during the Term any contamination of the Property by Hazardous Materials shall occur where such contamination is caused by the act, commission or omission of Tenant or its sub-tenants on the Improvements or otherwise on or about the Premises, or with their respective officers, director, employees, guests, invitees, licensees, agents, and contractors ("LESSEE Contamination"), then LESSEE, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Property; provided however, in no event shall LESSEE be responsible for the removal of any Hazardous Materials located on, under or about the Premises as of the Commencement Date ("Existing Contamination") of any Hazardous Materials which were subsequently introduced to the Premises and not caused by LESSEE Contamination. .

(c) Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within ten (10) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials on or under the Premises.

(d) Subject to the terms of this Section 10.07, LESSEE will promptly forward to LESSOR copies of all orders, notices, permits, applications or other communications and reports (individually, an "Order") to that LESSEE receives and that relate to any violation of Hazardous Materials Laws applicable to the Premises or any discharge, spillage, use or discovery of any Hazardous Materials or any other matter relating to the Hazardous Materials Laws as it may affect the Premises, and shall promptly comply with each such Order and remediate such violation. In the event that an Order is subject to an attorney/client or attorney work product privilege, LESSEE shall not be required to provide such Order to LESSOR; provided, however, that LESSEE shall promptly provide the notice required under this Lease regardless of the source of such

information, including an Order subject to an attorney/client or attorney work product privilege. Upon the receipt of any such notice or Order, LESSOR and any environmental consultant or other Person designated by LESSOR shall have the right, but not the obligation, to enter upon the Premises at reasonable times to assess the environmental condition of the Premises and its use, including conducting an environmental assessment or audit (the scope of which shall be determined in the sole and absolute discretion of the party conducting the assessment) and taking samples of soil, groundwater or other water, air or building materials; provided, however, that, except in the event of an emergency, any such entry by LESSOR or any environmental consultant or other Person designated by LESSOR shall occur between the hours of 8:00 a.m. and 5:00 p.m. local time after not less than 48 hours prior notice to LESSEE.

(e) LESSEE acknowledges that the Premises and the Airport are subject to the Clean Water Act and the National Pollution Discharge Elimination System Program ("NPDES") and the regulations thereunder relating to stormwater discharges under 40 CFR Part 122, as amended from time to time, for operations that occur at the Airport. LESSEE further acknowledges that (a) it is familiar with the NPDES stormwater regulations; (b) it will conduct operations subject to the applicable provisions of 40 CFR Part 122, as amended from time to time; and (C) it is aware that its operations may need to be altered from time to time to ensure compliance with the NPDES permit.

(f) LESSEE acknowledges that, at all times during the term of this Agreement, it will reasonably cooperate with the LESSOR in complying with the Clean Water Act and the NPDES stormwater discharge permit, together with any subsequent amendments, extensions or renewals thereof. LESSEE agrees to be bound by all applicable portions of such permit, amendments, extensions or renewals. The LESSOR and LESSEE both acknowledge that their cooperation may improve compliance with any stormwater discharge permit terms and conditions and may help to reduce the cost of compliance.

(g) LESSEE acknowledges that it is to minimize the exposure of stormwater to significant materials generated, stored, handled or otherwise used by LESSEE by implementing and maintaining "Best Management Practices" as defined in 40 CFR Part 122.2, as amended from time to time.

(h) LESSEE acknowledges that the Premises and the Airport are managed to meet the applicable requirements of the Clean Water Act and, to the extent required under applicable Hazardous Materials Laws, LESSEE, or its contractor, has Stormwater Pollution Prevention (SWPP) and Spill Pollution Control and Countermeasure (SPCC) Plans in place. LESSEE agrees to provide copies of such plans to LESSOR and manage its operations to comply with applicable provisions of the Clean Water Act and the regulatory and procedural requirements within applicable SWPP and SPCC Plans.

(i) LESSEE and LESSOR jointly agree that protection of the environment is a mutual goal. LESSEE agrees to cooperate to the extent reasonably possible with the LESSOR in the development of programs to address issues of climate change, air emissions, pollution,

traffic congestion, water quality and recycling. LESSEE will consider deploying new technologies or best practices which are mutually beneficial in improving environmental stewardship.

(j) LESSEE shall indemnify, defend (by counsel reasonably acceptable to LESSOR), protect, and hold LESSOR, its employees, agents, attorneys, officers, successors and assigns, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by any LESSEE Contamination. LESSEE's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs required to repair, clean-up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith; provided, however, only to the extent required on account of LESSEE Contamination and then only to the extent required by Hazardous Materials Laws.

(k) All representations, warranties, obligations and indemnities made or given under this Section 9 shall survive the expiration or earlier termination of this Lease.

10.08 SECURITY PLAN:

LESSEE shall maintain full security at the Premises pursuant to the security plan for the Airport (the "Security Plan"). LESSOR may require reasonable amendments to the Security Plan as circumstances arise provided that such amendments are being required uniformly and in a non-discriminatory manner from all similarly situated parties or LESSOR is directed to require such amendment from LESSEE by the Transportation Security Administration (the "TSA"). LESSOR shall enforce the Security Plan uniformly and in a non-discriminatory manner from all similarly situated parties. In addition, LESSEE shall cooperate fully with LESSOR with regard to any information requested by LESSOR pertaining to any safety management system initiated by LESSOR, all of such cooperation will be requested on a non-discriminatory basis.

ARTICLE XI: REPRESENTATIONS AND WARRANTIES

11.01 REPRESENTATIONS AND WARRANTIES OF LESSOR:

LESSOR hereby represents and warrants to LESSEE, which representations and warranties shall survive the delivery of this Lease by LESSOR to LESSEE, as follows:

(a) LESSOR is the owner in fee of the Premises and will not transfer its interest in the Premises without first giving one hundred and eighty (180) days prior notice to LESSEE.

(b) LESSOR has the full power, right and authority to enter into and execute this Lease without the consent of any third parties.

(c) Those persons whose signatures are hereinafter evidenced on this Lease on behalf of LESSOR are duly authorized signatories of LESSOR, fully empowered to commit and bind LESSOR to those certain terms, covenants and conditions set forth herein for the Term of this Lease.

(d) To LESSOR's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting LESSOR or the Premises which would prevent LESSOR from meeting any of its obligations under this Lease or materially adversely affect LESSEE's use or occupancy of the Premises or prohibit LESSEE from developing or operating the Premises.

(f) To LESSOR's actual knowledge there are no liens, encumbrances, or any other defects in title pertaining to the Premises that would materially adversely affect LESSEE's use or occupancy of the Premises or prohibit LESSEE from developing or operating the Premises, and that documents delivered by LESSOR to LESSEE are true and correct copies of the originals thereof.

11.02 REPRESENTATIONS AND WARRANTIES OF LESSEE:

LESSEE hereby represents and warrants to LESSOR, which representations and warranties shall survive the delivery of this Lease by LESSEE to LESSOR, as follows:

(a) LESSEE has full and exclusive power, right and authority, without obtaining the consent of any third party, to enter into this Lease and perform its obligations hereunder.

(b) LESSEE is not subject to any agreement or restriction which prevents it from entering into this Lease and performing its obligations hereunder.

(c) To LESSEE's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting LESSEE which would prevent LESSEE from meeting any of its obligations under this Lease or materially adversely affect LESSEE's use or occupancy of the Premises or prohibit LESSEE from developing or operating the Premises.

ARTICLE XII: MISCELLANEOUS

12.01 ATTORNEY'S FEES:

In the event LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and LESSOR retains an attorney in connection with the enforcement hereof in connection therewith, LESSEE agrees to reimburse LESSOR for reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

12.02 INTEGRATION OF TERMS:

Any representations by LESSOR regarding LESSEE's leasehold interest must be embodied in this writing. The waiver by LESSOR or LESSEE of performance of any provisions of this Lease shall not amount to a future waiver of strict performance of such provision or any other provision of this Lease.

12.03 FEDERAL AIRPORT AID:

LESSOR has applied for and received a grant or grants of money from the Administrator of the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and LESSOR may in the future apply for and receive such grants. In connection therewith, LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities if its contractors, LESSEEs, and permittees thereon. The performance by LESSEE of the promises and obligations contained in this Lease is, therefore, a special consideration and inducement to the execution of this Lease by LESSOR, and LESSEE further agrees that if the Administrator of the FAA or any other governmental officer or body having jurisdiction over the enforcement of the obligations of LESSOR in connection with the Federal Airport Aid, shall make any orders, recommendations, or suggestions respecting the performance by LESSEE of its obligations under this Lease, LESSEE will promptly comply therewith at the time or times, when and to the extent that LESSOR reasonably may direct.

12.04 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

A. AIRPORT AND AIRWAY DEVELOPMENT ACT OF 1970: LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered by 14 Code of Federal Regulations Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to LESSEE that they similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

B. LESSEE for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. That in the event of breach of any of the proceeding nondiscrimination covenants, City of Laredo shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

12.05 LAWS AND REGULATIONS :

LESSEE will keep and maintain the Premises in a clean and healthful condition and comply with the laws, ordinances orders, rules, and regulations whether State, Federal, Municipal or Airport.

HOUSEKEEPING:

A. LESSEE shall remove from the Premises or otherwise dispose of all garbage, debris, non-airworthy or wrecked aircraft, and other waste material (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. LESSEE shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles for all garbage, trash, and other refuse on or in connection with the Premises which would normally fit into a receptacle. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse shall at all times be subject to City ordinances. LESSEE shall use extreme care when effecting removal of all such waste to prevent littering the Premises.

B. If LESSEE allows the accumulation of weeds, used tires, rubbish or items of equipment or supplies to remain on the Premises and right-of-way areas more than five (5) days after a request in writing from LESSOR to have them removed, LESSOR or authorized agent may enter upon the Premises for the purpose of removing same by whatever means it deems necessary but shall not have any affirmative duty to do so. Such entry shall not be deemed a trespass and LESSOR shall not be subject to any liability. The cost of such work shall be borne by LESSEE and LESSEE agrees to use commercially reasonable efforts to immediately reimburse LESSOR or LESSOR's agent for said cost.

C. LESSEE shall commit no nuisance, waste, or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance, waste, or injury on the Premises.

D. Taking into consideration the business to be conducted on the Premises, LESSEE shall not create nor permit to be caused or created upon the Premises any obnoxious odor, smoke, noxious gas, or vapor.

E. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.

12.06 LANDSCAPING MAINTENANCE:

If landscaping areas are not maintained in accordance with the standards reasonably prescribed by LESSOR or the conditions not corrected within five (5) days after written notice from LESSOR, LESSOR or its authorized agent shall have the right to enter on the Premises and plant or replant such areas, without being deemed guilty of trespass. The reasonable costs thereof, as determined by LESSOR, shall be paid by LESSEE

12.07 COMPUTER NON-CORRUPTION AND INFORMATION TECHNOLOGY BREACH PROVISIONS:

A. Should LESSEE have access at any time to the computer and other information technology systems of LESSOR (collectively, the "Systems") for any reason, LESSEE shall ensure that such access does not compromise, adversely affect, or permit unauthorized access, either directly or indirectly to, the Systems(a "Breach") in any way and for any reason. If LESSOR, in its sole good faith judgment, determines that such access either is adversely affecting the Systems or has the potential to adversely affect the Systems, then notwithstanding any other provision of this Lease to the contrary, LESSOR shall have the right to suspend and/or terminate immediately such access of LESSEE.. LESSOR shall endeavor to give LESSEE notice of such suspension and/or termination as expeditiously as possible, consistent with LESSOR's obligations regarding the safeguarding of such information.

B. LESSEE confirms that, with regard to any Breach, money damages shall not be a sufficient remedy, therefore LESSOR, in addition to suspending or terminating LESSEE's access thereto, also shall have the right to seek an injunction against any further attempted access by LESSEE to the Systems.

C. LESSEE shall not permit any third party to obtain any access to the Computer System without LESSOR's prior, written consent.

D. Should any Breach occur, LESSEE immediately shall notify LESSOR of such Breach and shall provide LESSOR with any and all information of LESSEE pertaining to the Breach and LESSEE's access to the Systems. In such event, LESSEE shall follow and shall assist LESSOR in LESSOR's flowing, of all notification obligations and other protocols required under any Federal, State, or local rules or regulations, all at LESSEE's sole cost and expense. LESSEE shall reimburse LESSOR for all costs and expenses incurred by LESSOR in connection with the Breach, including the costs of following all such protocols, so long as the breach is not solely or predominately caused by LESSOR.

E. Should LESSOR request, LESSEE, at its own cost and expense, shall prepare and deliver to LESSOR as expeditiously as possible a "SOC-2" or similar audit for itself and for any party that is permitted through LESSEE to access any of the Systems.

12.08 CUMULATIVE RIGHTS AND REMEDIES:

All rights and remedies of LESSOR enumerated in this Lease shall be in addition to other rights or remedies allowed by law. Likewise, the exercise or failure to exercise by LESSOR or any remedy provided for herein or allowed by law shall not preclude its exercise of other remedies.

12.09 INTERPRETATION:

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

12.10 INVALIDITY OR ILLEGALITY OF PROVISIONS:

If, for any reason, any portion of this Lease will be determined by a competent authority, *i.e.*, court or arbitrator, to be void or unenforceable, then (a) that portion will be of no effect, (b) the balance of this Lease will remain in full force and effect, and (c) this Lease will be performed as though the stricken portion was replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.11 SUCCESSORS AND ASSIGNS:

All of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon LESSOR and LESSEE and their successors, assigns, legal representatives, heirs, executors, and administrators.

12.12 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:

Towed vehicles or any motor vehicles not currently licensed are not permitted on the Premises. Under this provision, and unless otherwise used in connection with the construction of the Improvements, vehicles, RV trailers, travel homes and mobile homes, wrecked or abandoned vehicles must be removed from the Premises at LESSEE's sole expense, and failure to do so shall constitute a default under this Lease. This provision excludes vehicles used in accordance with fixed base operator operational activities.

12.13 CAPTIONS:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the intent of any provision hereof, nor are they meant to bind LESSOR or LESSEE to the meaning of such heading.

12.14 RIGHT OF FLIGHT:

LESSOR, for itself, its lessees, permittees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the Premises. LESSOR, its consignees, lessees, permittees, licensees, successors, and assigns shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be inherent in the operation and flight of such aircraft.

12.15 GOVERNING LAW/VENUE:

This Lease shall be construed under and in accordance with the laws of the State of Texas. Venue of any action arising under this agreement shall lie in Webb County, Texas, or the Laredo Division of the Southern District of Texas, each without regard to conflict of laws principles.

12.16 NOTICES:

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage paid, return receipt requested, addressed as follows to:

LESSEE: Gravity Jets, LLC
1100 Lee Wagener Blvr, Ste. 303
Fort Laudereale, FL, 33315

With a copy to:.

LESSOR: Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041
With a copy to: Flaster Greenberg PC
1717 Arch Street, Suite 3300
Philadelphia, PA 19103
Attention: Daniel B. Markind, Esq.

Either Party may change its address for notice by notice to the other.

12.17 SUBORDINATION OF LEASE:

A. This Lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

B. It is expressly understood and agreed that this Lease is subject to and subordinate to and contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and the United States of America and its agent including but not limited to, the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be a variance with same, such provision is unilaterally reformable to LESSOR'S option.

C. It is expressly understood and agreed that this Lease is subject to all clauses listed in the FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects except clauses A22 and A23.

12.18 NATIONAL EMERGENCY:

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof of the United States Government for military or naval use, and if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

12.19 APPROVAL:

This Lease is subject to City Council approval and also constitutes a public document under the Texas Open Meetings Act, being subject to public inspection at any time hereafter.

12.20 AIRPORT HAZARD:

LESSEE and its successors and assigns will not make or permit any use of the Premises which would interfere with landing or taking off of aircraft at the airport, or otherwise constitute an airport hazard. This includes such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

12.21 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

12.22 NON-LIABILITY OF LESSOR TO THIRD PARTIES:

LESSOR shall not in any event be liable to LESSEE for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, or corporation, or the agents, servants, employees or independent contractors of any such person, firm, or corporation, that results in injury, loss or damage to LESSEE or to any other person, or loss of or damage to any personal property installed or stored on the Premises unless such loss or damage was incurred by LESSOR'S negligence.

12.23 OCCUPANCY AND USE OF THE AIRPORT:

A. From time to time LESSOR may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in LESSOR'S opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

B. LESSEE agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. LESSOR reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, or laws. Such rules, regulations or municipal laws

of LESSOR will not be inconsistent with the terms of this Lease nor with the valid rules, regulations, orders and procedures of the Federal Aviation Administration or any other superior governmental agency duly authorized to make or enforce rules and regulations for the operation the Airport and the operation of aircraft using the Airport.

C. LESSEE at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

D. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Premises that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Premises to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Premises and for which a nominal fee may be charged.

12.24 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promises of LESSEE, as expressed herein, to make improvements and maintain building is a part of the total consideration for this Lease. Therefore, all right, title, and interest in and to the Improvements shall be vested in LESSOR at the early termination or expiration of the Term of this Lease. LESSEE shall have the right to the use and possession of the Improvements during this Lease plus any extensions hereof as provided herein so long as LESSEE is not in default of any of the terms of this Lease. It shall be the obligation of LESSEE to maintain and repair the Improvements during the term of this Lease or any extension thereof. Upon termination, interest in and to the Improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair, or use of said building.

12.25 AIRPORT SECURITY:

A. LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as each may be amended from time to time.

B. LESSEE shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the Premises in accordance with any regulations imposed upon LESSOR by the Transportation Security Administration or others. Furthermore, LESSEE shall ensure that its employees, customers, guests, invitees, vendors, contractors, sublessees, and anyone granted access by LESSEE to the air operations area comply with the Airport Security Plan and TSR Part 1542, as amended. LESSEE shall indemnify and hold harmless LESSOR, its officers, and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of LESSEE's failure to comply with this requirement.

C. LESSEE shall, at its own cost and expense, provide reasonable security in accordance with Transportation Security Administration guidelines and requirements for the leased remises including buildings and other improvements now existing or hereafter erected or installed on the Premises. LESSEE shall be entitled to the same degree of LESSOR provided security as is available to all others of the Airport.

12.26 LESSEE-INDEPENDENT CONTRACTORS:

LESSEE in its operations hereunder shall act in the capacity of an independent contractor and LESSOR shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessee, contractors, guests, invitees, or customers.

12.27 OPERATIONAL REPORTING REQUIREMENTS:

A. If LESSEE operates as Fixed Base Operator or Air Cargo Operator, then within fifteen (15) days after the close of each calendar month, LESSEE shall submit to LESSOR, in a form and with detail satisfactory to LESSOR, a true and accurate written monthly report of operations (each, a "Operations Report"), for activity conducted by LESSEE during the preceding month. Such report shall detail the number of aircraft serviced by LESSEE during the preceding month to include aircraft owner, operating carrier, aircraft type, aircraft number, weight of the aircraft, net weight of cargo, and any other information which LESSOR may require.

B. LESSEE'S failure to submit the Operations Report within the required timeframe and, will result in a material breach of this Lease, subject to the applicable cure periods set forth in Article 7 hereof.

12.28 FORCE MAJEURE:

In the event that LESSOR, LESSEE, shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, pandemics, epidemics, severe weather, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, or other reason beyond their control (an event of "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In order to claim a delay for an event of Force Majeure, the party claiming a delay for Force Majeure shall notify the other party in writing of the same within fifteen (15) business days of the date such party becomes aware or should have become aware of the occurrence of the event and provide a description of the event constituting Force Majeure.

12.29 ENTIRE AGREEMENT:

This Lease and the Exhibits attached hereto constitute the entire agreement between the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon LESSOR unless expressed in writing in this Lease.

12.30 COUNTERPARTS:

This Lease may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission, by email in portable document format (PDF) or other similar

process and each copy so executed will be deemed to be an original and all copies so executed will constitute the same agreement. It is further agreed that the foregoing processes may be used for the execution of further documents among the parties hereto.

12.31 CONDITIONS AND COVENANTS:

All of the provisions of this Lease shall be deemed as running with the land and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

12.32 CONSTRUCTION:

In the interpretation and construction of this Lease, the Parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Lease shall not be deemed, for the purpose of construction and interpretation, that either Party drafted this Lease. As used herein, the following terms shall have the following meanings:(i) "hereof," "hereby," "hereto," "hereunder," "herewith" and similar terms mean of, by, to, under and with respect to this Lease or to the other documents or matters being referenced; (ii) "heretofore" means before, "hereafter" means after, and "herewith" means concurrently with the date of this Lease; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) "including" means including, without limitation; and (v) all terms used herein, whether or not defined herein, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision hereof.

12.33 DISCLAIMER OF RELIANCE:

EACH PARTY ACKNOWLEDGES THAT NONE OF THE PARTIES HERETO, NOR ANY AGENTS OR COUNSEL OF ANY OTHER PARTY, HAVE MADE ANY PROMISES, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, NOT CONTAINED HEREIN, TO INDUCE THE PARTIES' EXECUTION OF THIS LEASE. THE PARTIES ACKNOWLEDGE AND WARRANT THAT EACH PARTY IS NOT EXECUTING THIS LEASE IN RELIANCE ON ANY PROMISE, REPRESENTATION, OR WARRANTY NOT CONTAINED HEREIN.THE PARTIES REPRESENT AND WARRANT THAT EACH PARTY HAS CONDUCTED AN INDEPENDENT INVESTIGATION AND THAT EACH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH THE COUNSEL OF EACH PARTY'S CHOICE AND SO HAS CONSULTED.EACH PARTY SPECIFICALLY DISCLAIMS RELIANCE ON ANY REPRESENTATIONS MADE BY THE OTHER PARTY, EXCEPT FOR THOSE REPRESENTATIONS THAT ARE SPECIFICALLY REDUCED TO WRITING IN THIS LEASE.

[SIGNATURES ON NEXT PAGE]

EXECUTED on this _____day of _____, 2021.

LESSOR:

CITY OF LAREDO

A MUNICIPAL CORPORATION

BY: _____

JOSEPH W. NEEB

CITY MANAGER

ATTEST:

BY: _____

MARIO MALDONADO, JR.

CITY SECRETARY

APPROVED AS TO FORM:

BY: _____

DOANH “ZONE” T. NGUYEN

CITY ATTORNEY

LESSEE:

GRAVITY JETS LLC

BY: _____

MARIO FERNANDO PATIÑO RAMIREZ

PRESIDENT

EXHIBIT "A1"

PARCEL

Field Notes Describing Lease Area B
A 157,847 Square Foot (3.6237 acre)
Lease Area in Laredo International Airport

BEING a 157,847 square foot (3.6237 acre) tract of land, situated in the GB & CNG RR Co Survey, Abstract Number 780, Webb County, Texas, being part of Block 1, of the Laredo Airport Subdivision, as recorded in Volume 5, Page 1, of the Plat Records of Webb County, Texas, and being more particularly described as follows:

NOTE: All Coordinates given are State Plane Coordinate System, Texas South Zone 4205, North American Datum of 1983 (2011), no scale, no projection. All distances are surface projection, using a scale factor of 1.00003. Corners are not monumented unless otherwise indicated.

BEGINNING at a point in the east line of Maher Avenue (60 foot width right-of-way) (N=5,060,219.30, E=1,652,900.69), from which a found 1/2-inch iron rod bears South 37 degrees 52 minutes 38 seconds West, a distance of 1.52 feet;

THENCE North 03 degrees 09 minutes 48 seconds East, with the east line of said Maher Avenue, a distance of 457.50 feet to a point (N=5,060,676.09, E=1,652,925.94), from which a found 1/2-inch iron rod bears North 46 degrees 43 minutes 12 seconds West, a distance of 1.22 feet;

THENCE South 86 degrees 50 minutes 12 seconds East, departing the east line of said Maher Avenue, a distance of 373.00 feet (N=5,060,655.51, E=1,653,298.36);

THENCE South 03 degrees 09 minutes 48 seconds West, a distance of 195.00 feet to a point (N=5,060,460.81, E=1,653,287.60) from which a found PK nail bears South 82 degrees 47 minutes 52 seconds East, a distance of 0.72 feet;

THENCE North 86 degrees 50 minutes 12 seconds West, a distance of 160.00 feet to a found 1/2-inch iron rod (N=5,060,469.64, E=1,653,127.85);

THENCE South 03 degrees 09 minutes 48 seconds West, a distance of 80.00 feet (N=5,060,389.77, E=1,653,123.43);

THENCE South 86 degrees 50 minutes 12 seconds East, a distance of 160.00 feet (N=5,060,380.94, E=1,653,283.18);

THENCE South 03 degrees 09 minutes 48 seconds West, a distance of 182.50 feet to a point (N=5,060,198.72, E=1,653,273.11) from which a found magnail bears South 28 degrees 34 minutes 34 seconds West, a distance of 1.47 feet;

THENCE North 86 degrees 50 minutes 12 seconds West, a distance of 373.00 feet to the POINT OF BEGINNING, and containing 157,847 square feet, or 3.6237 acres of land.

Field Notes Describing Lease Area B
A 157,847 Square Foot (3.6237 acre)
Lease Area in Laredo International Airport

Bearings are based on the State Plane Coordinate System, Texas South Zone 4205, North American Datum of 1983 (2011).

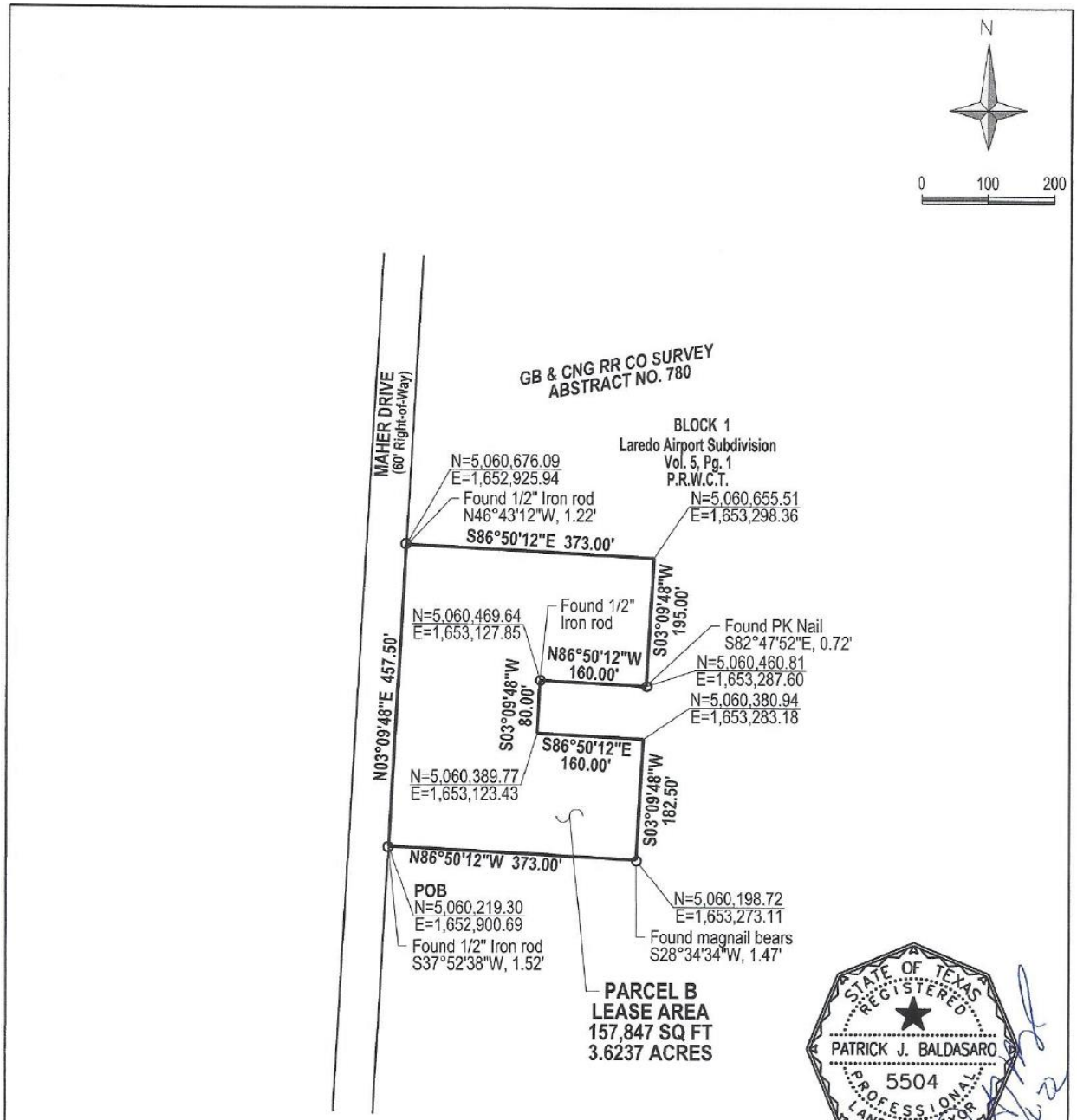
A plat of even survey date herewith accompanies this legal description.

Company Name: PJB Surveying, LLC
TBPELS Firm No. 10194303



By: _____ Date: 3-21-22

Surveyor's Name:
Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTE DRAWING Page 3 of 3

Lease Area - Parcel B			
LAREDO INTERNATIONAL AIRPORT			
PUBLIC WORKS DEPARTMENT			
PJB SURVEYING			
OPER.NAME	DESIGN FILE NAME		SCALE / DATE
J. CARNEY	S:\PJB Surveying\Projects\...\Laredo Airport (APEX)\Lease Exhibits and Desc		1" = 200' / 12/7/2021
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
D. TEAGUE	P. BALDASARO	Lease Exhibit	2117

EXHIBIT “A2”

LOCATION OF LAND AT SOUTH FUEL FARM



EXHIBIT "B" LAREDO INSURANCE REQUIREMENTS

LAREDO INTERNATIONAL AIRPORT

Fixed Based Operators
FBO Ordinance No. 2006-0-202 / Amended by 2012-O-040
Insurance Requirements

Description	Type	Limits
Aircraft repair, fueling, refueling	Umbrella Liability	$10,000,000.00
All Others at the City's discretion	Umbrella Liability	Not required
Repair, taxiing or towing of aircraft, or in any way having care, custody or control of third-party aircraft	Hangarkeepers	$2,000,000.00
Fueling operations, responsible for maintaining underground storage tanks	Underground Storage Tank Liability	$2,000,000.00
1. Commercial General Liability insurance		
minimum combined single limits (per occurrence)		$1,000,000.00
general aggregate for bodily injury and property damage		$5,000,000.00
operations $1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the FBO agreement expires.		$1,000,000.00
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage		
minimum limits of each-occurrence each accident by disease each-occurrence by disease aggregate.		$1,000,000.00
3. Commercial Automobile Liability insurance at minimum combined single limits per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.		$1,000,000.00
4. Hangar keepers Legal Liability insurance at minimum limits of per-aircraft/ per-occurrence.		$2,000,000.00
5. Underground Storage Tank Pollution Liability to include coverage for third-party bodily injury and property damage (on and off-site). The UST insurance shall also include clean-up, remediation, restoration costs, and other related costs and expenses. If this coverage is claims-made, the policy retro date shall be set and maintained not later than the inception date of this Agreement. This insurance shall be continuously in place during the full term of this Agreement, including any extensions or renewals thereof, and for a period of at least one year after the final termination of this Agreement. UST coverage limits shall be $2,000,000 per-claim.		$2,000,000.00

LAREDO INTERNATIONAL AIRPORT

Fixed Based Operators
FBO Ordinance No. 2006-0-202 / Amended by 2012-O-040
Insurance Requirements

Description	Type	Limits
6. Umbrella Liability insurance with respect to Primary Commercial General Liability, Automobile Liability, and Employers Liability.		
at minimum limits each-occurrence		$1,000,000.00
aggregate		$2,000,000.00
7. Pollution Liability insurance at minimum limits of each-occurrence.		$1,000,000.00
Any Subcontractor(s) hired by the fixed base operator shall maintain insurance coverage equal to that required of the fixed base operator. It is the responsibility of the fixed base operators to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.		
A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.		$1,000,000.00
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.		
3. A waiver of subrogation in favor of The City of Laredo shall be contained in the Workers Compensation and all liability policies.		
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.		

EXHIBIT “C”

REPORTING REQUIREMENTS

Company Name
Address
City, State Zip Code

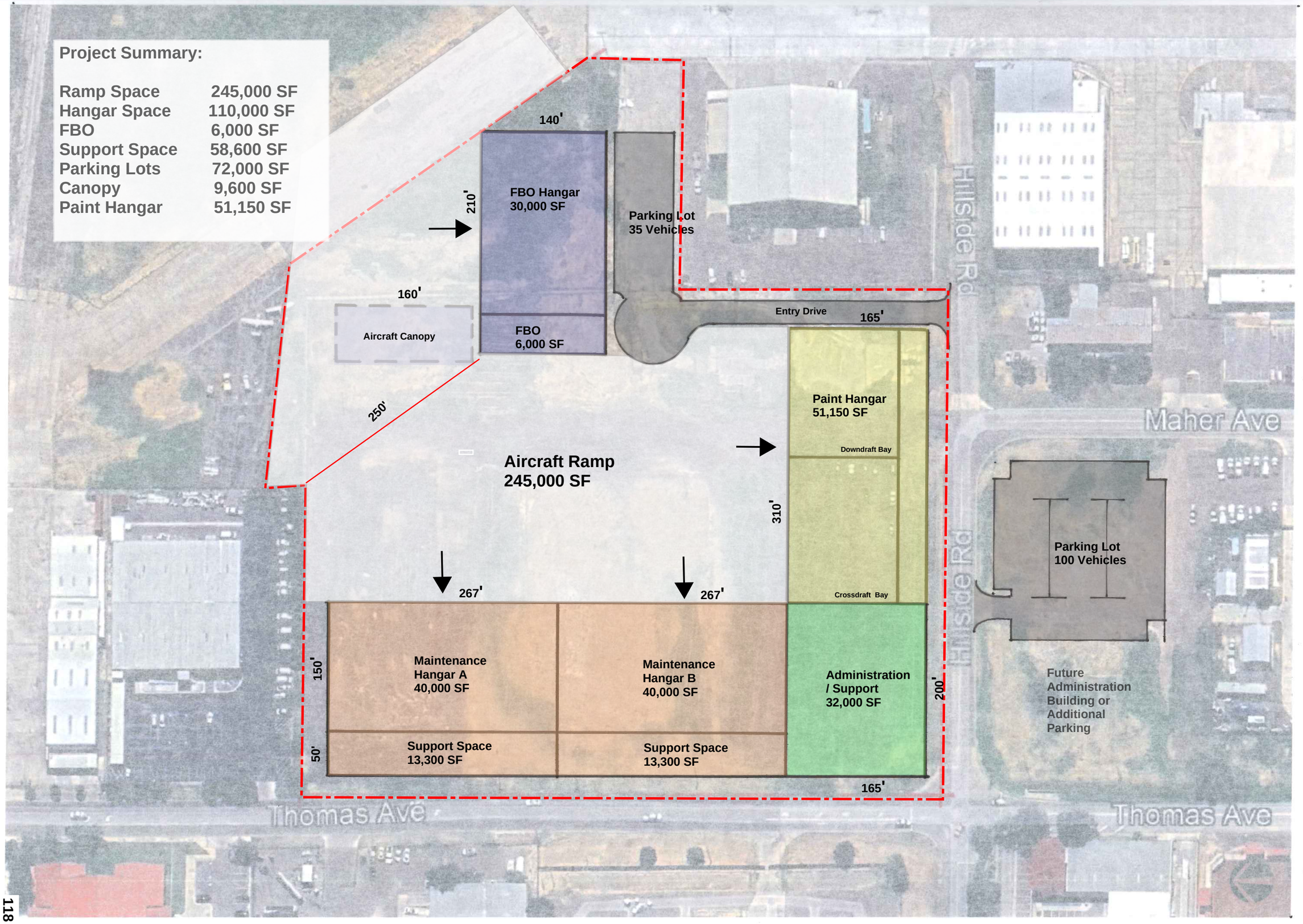
MONTH

	DATE	BL/RECEIPT #	GROSS GALLONS	NET GALLONS
1				
2				
3				
4				
5				
6				
7				
8				
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10				
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24				
25				
26				
27				
28				
29				
30				
	MTH TOTALS		0	0

GROSS GALLONS		0
RATE	$	0.06
AMOUNT DUE	$	-

Project Summary:

Ramp Space	245,000 SF
Hangar Space	110,000 SF
FBO	6,000 SF
Support Space	58,600 SF
Parking Lots	72,000 SF
Canopy	9,600 SF
Paint Hangar	51,150 SF



TECTONIC
MANAGEMENT GROUP, INC
6695 W 48th Avenue
Office: 303.403.1228
Wheat Ridge, Colorado 80033
www.tectonicdesignbuild.com

N

Site Plan

Masterplan
Gravity Jets
08/06/24
Scale: 1" = 100'-0"

A

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 9.**

SUBJECT
An Ordinance authorizing the City Manager to amend the City of Laredo FY24 Auto Theft Task Force Fund budget by increasing revenues and expenses in the amount of $116,625.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will fund the local match requirement of $116,625.00 from General Fund. The grant award is in the amount of $1,401,600.00 with a cash match of $599,328.00 for a total grant amount of $2,000,934.00. The performance period is September 1, 2024 through August 31, 2024 contingent upon approval of Resolution #2024-R-273.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2024-R-192 on June 24, 2024.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Y
Source of Funds: Grant
Account #: 222
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Line Item Name	Line Item Number	Annual Appropriation	Increase	Budget Amendment
GENERAL FUND	222-0000-393-0101	482,700	116,625	599,325
AUTOTHEFT TASK FORCE	222-2385-524-9919	534,891	116,625	651,516

Funding will be appropriated in the Auto Theft Task Force Fund.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introductory Ordinance
9/3/2024	**PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY24 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $116,625.00 TO FUND THE LAREDO AUTO THEFT TASK FORCE, AS AWARDED BY THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY. THIS ADJUSTMENT WILL FUND THE LOCAL MATCH REQUIREMENT OF $116,625.00 FROM GENERAL FUND. THE GRANT AWARD IS IN THE AMOUNT OF $1,401,606.00 WITH A CASH MATCH OF $599,328.00 FOR A TOTAL GRANT AMOUNT OF $2,000,934.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025 CONTINGENT UPON APPROVAL OF RESOLUTION #2024-R-273.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application submission with Resolution #2024-R-192 on June 24, 2024.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

FINANCIAL IMPACT:
Funding will be appropriated in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Public Hearing and Introductory Ordinance.

ORDINANCE No. _____

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF LAREDO FY24 AUTO THEFT TASK FORCE FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $116,625.00 TO FUND THE LAREDO AUTO THEFT TASK FORCE, AS AWARDED BY THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY. THIS ADJUSTMENT WILL FUND THE LOCAL MATCH REQUIREMENT OF $116,625.00 FROM GENERAL FUND. THE GRANT AWARD IS IN THE AMOUNT OF $1,401,606.00 WITH A CASH MATCH OF $599,328.00 FOR A TOTAL GRANT AMOUNT OF $2,000,934.00. THE PERFORMANCE PERIOD IS SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025 CONTINGENT UPON APPROVAL OF RESOLUTION #2024-R-273.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Public Hearing and Introductory Ordinance authorizing the City Manager to amend the City of Laredo FY24 Auto Theft Task Force Fund budget by increasing revenues and expenditures in the amount of $116,625.00 to fund the Laredo Auto Theft Task Force, as awarded by the Texas Motor Vehicle Crime Prevention Authority. This adjustment will fund the local match requirement of $116,625.00 from General Fund. The grant award is in the amount of $1,401,606.00 with a cash match of $599,328.00 for a total grant amount of $2,000,934.00. The performance period is September 1, 2024 through August 31, 2025 contingent upon approval of Resolution #2024-R-273.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 10.**

SUBJECT
An Ordinance of The City of Laredo, Texas, amending Chapter 2, Article II, Division 6 (Pay Administration), of the City of Laredo Code of Ordinances, specifically Section 2-87.7-Policy (C.)(12)(A.) by providing for a three percent Cost of Living Adjustment (COLA) to the wage schedule and for all City of Laredo Employees effective October 1, 2024; except Full Time Contract Employees, Interns, Cooperative Education Program Employees (Co-Ops), Elected Officials, Temporary Contract Labor Employees, and Firefighters and Police Officers Governed by the Terms of Collective Bargaining Agreement; providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As Amended).

PREVIOUS COUNCIL ACTION
On August 8, 2024, City Council motioned to approve a 3% Cost of Living Adjustment (COLA) to the wage schedule and to all City of Laredo Employees.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this item.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be available in all City funds.

ORDINANCE NO. 2024-O-

AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE II, DIVISION 6 (PAY ADMINISTRATION), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-87.7-POLICY (c.)(12)(a.) BY PROVIDING FOR A THREE PERCENT (3%) COST OF LIVING ADJUSTMENT (COLA) TO THE WAGE SCHEDULE AND FOR ALL CITY OF LAREDO EMPLOYEES EFFECTIVE OCTOBER 1, 2024; EXCEPT FULL TIME CONTRACT EMPLOYEES, INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND FIREFIGHTERS AND POLICE OFFICERS GOVERNED BY THE TERMS OF COLLECTIVE BARGAINING AGREEMENT; PROVIDING THAT HIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council shall approve the three percent (3%) Cost of Living Adjustment (COLA) to the FY 24-25 wage schedule; and

WHEREAS, the City Council shall approve the three percent (3%) Cost of Living Adjustment for all City of Laredo Employees excluding full time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers governed by the terms of a collective bargaining agreement; and

WHEREAS, a Cost of Living (COLA) is to maintain the purchasing power of employees' wages or benefits by adjusting them in line with inflation thus enhance fairness, attract and retain talent and support financial planning in acknowledgement of rising living costs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: Chapter 2, Article II, Division 6 (Pay Administration) Section 2-87.7 Policy (c.)(8)(a.) is hereby amended as follows:

(8) Effective ~~February 2, 2023~~ **October 1, 2024**, the City's wage schedule shall be amended as follows:

a. All rates of pay in all grades in the wage schedule will be increased by the

Cost of Living Adjustment of ~~3% percent~~ **three percent (3%)** effective October 1, ~~2023~~ **2024**.

b. Henceforth the City of Laredo's wage schedule will consist of a rate rage with a minimum, midpoint, and maximum rate of pay. (See Exhibit A-1, incorporated herein by reference);

c. Employee Pay Grade Exception, establishing a provision for employees who have exceeded the maximum authorized pay for their current pay grade due to long tenure and exceptional performance, ensuring that their compensation continues to reflect their value to the organization while maintaining equitable pay practices. This exception aims to balance recognizing the contributions of long-serving employees while maintain fairness and transparency in compensation practices. This exception is only to those employees identified by the Human Resources and Financial Services departments.

Section 2: Effective Date: This ordinance shall become effective October 1, 2024.

Section 3: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinance shall main in full force and effect.

Section 4: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 11.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending Chapter 2, Article III, Division 3 (Leave Policy), of the City of Laredo Code of Ordinances, specifically Section 2-58. Holidays (A.) by amending an additional Personal Holiday, providing a total of three Personal Holidays for Fiscal Year 2024-2025 (B.) To include earned Wellness Incentive Days; and providing that this Ordinance shall be cumulative; providing a severability clause; and declaring an effective date of October 1, 2024 (As amended).

PREVIOUS COUNCIL ACTION
On August 8, 2024, City Council motioned to approve an additional Personal Holiday, for a total of three (3) Personal Holidays.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this item.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2024-O-

AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 2, ARTICLE III, DIVISION 3 (LEAVE POLICY), OF THE CITY OF LAREDO CODE OF ORDINANCES, SPECIFICALLY SECTION 2-58. HOLIDAYS (a.) BY AMENDING AN ADDITIONAL PERSONAL HOLIDAY, PROVIDING A TOTAL OF THREE (3) PERSONAL HOLIDAYS FOR FISCAL YEAR 2024-2025 (b.) TO INCLUDE EARNED WELLNESS INCENTIVE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE OF OCTOBER 1, 2024 (AS AMENDED).

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council designates official holidays for City employees; and

WHEREAS, the City Council desires that the official city holidays be designated annually; and

WHEREAS, the City Council aims to foster a health-conscious workforce by encouraging preventative health screenings and promoting a health lifestyle for both the body and mind; and

WHEREAS, the City Council shall amend the addition on one (1) additional personal holiday for a total of three (3) personal holidays for fiscal year 2024-2025; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: Chapter 2, Article III, Division 3 (Leave Policy) Section 2-58. Holidays (a) is hereby amended as follows:

(a) The City Council shall designate the official city holidays annually with the adoption of the City budget at the recommendation of the City Manager. In addition, after being employed with the city for one (1) year, full-time regular employees shall be entitled to ~~two (2)~~ ***three (3)*** personal holidays per fiscal year. The date of personal holidays is subject to department director approval.

(b) The City Council will allocate two (2) wellness incentive days each fiscal year for regular full-time employees who complete the required wellness activities. Employees must request these wellness days at lease three days in advance to ensure departmental efficiency. Wellness days cannot be carried over to the next fiscal year. Each wellness day must be taken in full day and cannot be split or

used to cover partial hours.

Section 2: Effective Date. This Ordinance shall become effective October 1, 2024.

Section 3: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 12.**

SUBJECT
An Ordinance of the City of Laredo, Texas, to implement a one-time increase of one percent to the base pay as a Tenured Achievement Adjustment Pay to all full-time City of Laredo employees who have completed one consecutive year of employment with the City of Laredo effective April 1, 2025; except full time contract employees, interns, Cooperative Education Program employees (Co-Ops), Elected Officials, temporary contract labor employees, and firefighters and police officers governed by the terms of Collective Bargaining Agreement; providing that this ordinance shall be cumulative; providing a severability clause; and declaring an effective date (As amended).

PREVIOUS COUNCIL ACTION
On August 8, 2024, City Council motioned to approve a 1% Tenured Achievement Adjustment pay for City of Laredo employees for an effective date of April 1, 2025.

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends Council approve this item

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be available in all the City funds.

ORDINANCE NO. 2024-O-

AN INTRODUCTORY ORDINANCE OF THE CITY OF LAREDO, TEXAS, TO IMPLEMENT A ONE-TIME INCREASE OF ONE PERCENT (1%) TO THE BASE PAY AS A TENURED ACHIEVEMENT ADJUSTMENT PAY TO ALL FULL-TIME CITY OF LAREDO EMPLOYEES WHO HAVE COMPLETED ONE (1) CONSECUTIVE YEAR OF EMPLOYMENT WITH THE CITY OF LAREDO EFFECTIVE APRIL 1, 2025; EXCEPT FULL TIME CONTRACT EMPLOYEES, INTERNS, COOPERATIVE EDUCATION PROGRAM EMPLOYEES (CO-OPS), ELECTED OFFICIALS, TEMPORARY CONTRACT LABOR EMPLOYEES, AND FIREFIGHTERS AND POLICE OFFICERS GOVERNED BY THE TERMS OF COLLECTIVE BARGAINING AGREEMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE (AS AMENDED).

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council would establish a one-time, one percent (1%) Tenured Achievement Adjustment pay; and

WHEREAS, this ordinance is to recognize and reward municipal employees for their tenure and dedicated service by providing a one-time Tenured Achievement Adjustment pay; and

WHEREAS, the City Council would establish this one-time adjustment for all City of Laredo full-time and part-time employees that have completed one (1) consecutive year of employment with the City excluding full time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers governed by the terms of a collective bargaining agreement to take affect on April 1, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: *This ordinance shall become effective April 1, 2025.*

Section 2: *Eligibility – Regular full-time and part-time employee (excluding full time contract employees, interns, cooperative education program employees (co-ops), elected officials, temporary contract labor employees, and firefighters and police officers*

governed by the terms of a collective bargaining agreement) that has completed at least a full year of continuous employment by March 31, 2025; 1% tenure adjustment pay is applicable to base pay hourly rate. Employees who do not meet eligibility criteria by March 31, 2025 will not quality for the Tenure Achievement Pay.

Section 3: *Calculation –Tenure Achievement Pay shall be calculated as 1% of the employee's base pay as of March 31, 2025. Base pay excludes overtime, and other supplementary compensation.*

Section 4: *Employee Pay Grade Exception, establishing a provision for employees who have exceeded the maximum authorized pay for their current pay grade due to long tenure and exceptional performance, ensuring that their compensation continues to reflect their value to the organization while maintaining equitable pay practices. This exception aims to balance recognizing the contributions of long-serving employees while maintain fairness and transparency in compensation practices. This exception is only to those employees identified by the Human Resources and Financial Services departments.*

Section 5: The provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinance shall main in full force and effect.

Section 6: Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Introductory Ordinance 13.**

SUBJECT
An Ordinance establishing a Voluntary Employee Retiree Incentive Program for employees who retire between October 1, 2024 through January 31, 2025 with the exception of employees subject to any Collective Bargaining Agreement providing for a repealing clause, severability clause, and an effective date of October 1, 2024.

PREVIOUS COUNCIL ACTION
During the Council meeting of August 8, 2024, City Council made a motion to offer a Retiree Incentive Program

BACKGROUND
N/A

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this item

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2024 – O

AN INTRODUCTORY ORDINANCE ESTABLISHING A VOLUNTARY EMPLOYEE RETIREE INCENTIVE PROGRAM FOR EMPLOYEES WHO RETIRE BETWEEN OCTOBER 1, 2024 THROUGH JANUARY 31, 2025 WITH THE EXCEPTION OF EMPLOYEES SUBJECT TO ANY COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR A REPEALING CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE OF OCTOBER 1, 2024.

WHEREAS, the City of Laredo is a Home Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Laredo being a political subdivision pursuant to Texas Local Government Code (Chapter 172, Section 172.013 (a)) may pay all or part of the contributions for coverage under this chapter from) local funds, including federal grants or contract pass-through funds, that are not dedicated by law to some other purpose; (chapter 172, Section 172.013 (b)) a political subdivision also may pay all or part of the contributions for coverage for officers, employees, retirees, and dependents; and

WHEREAS, the City of Laredo finds it necessary to enact a Voluntary Retirement Incentive Program for employees who retire between October 1, 2024 through January 31, 2025.

WHEREAS, the availability of quality and adequate medical health coverage plays a significant role in supporting the long-term health of City of Laredo retirees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager, as necessary, to identify and grant a voluntary Employee Retiree Incentive Program to employees who retire between October 1, 2024 through January 31, 2025; and who have twenty (20) years of continuous full time employment with the City of Laredo, and who are eligible to retire under the Texas Municipal Retirement System (TMRS) except for employees subject to any Collective Bargaining Agreement; and to provide for an effective date of October 1, 2024.

Section 2. The City of Laredo will offer individual retiree's medical coverage under two categories and shall only contribute towards the cost of medical insurance premiums for eligible retirees. Retirees shall be responsible for a monthly payment of eighty-six dollars and sixty-six cents ($86.66) towards their medical insurance premium.

Category	Age	Coverage	Retiree Cost
Category I	Retirees Under the age of 65	GFR 1 Retiree Plan	$86.66
Category II	Retirees Over the age of 65	Medicare Advantage & RX Coverage	$86.66

Section 3. Each individual retiree may also elect to provide medical coverage for his/her dependents. If the retiree selects medical coverage for his/her dependents, the retiree shall be solely responsible for the payment of all contributions and contributions required as to said dependents by the plan chosen, and all deductible amounts of the plan will apply to the dependents. For the purposes of this ordinance the term "dependents" shall be deemed to be such as is set forth in the City of Laredo Medical Benefits Booklet at any particular time. For those retirees who are eligible for Medicare part A & B, the City will pay for the individual retiree's medical coverage, whereas the retiree shall be responsible for the monthly payment of eighty-six dollars and sixty-six cents $86.66.

Section 4. The monthly premium amount that retirees are responsible for shall be based on the current full-time employee with benefits rate under the City's PPO (Preferred Provider Option) program. Should the premium rate for full-time employees under the PPO program increase in the future, the premium rate for retirees will be adjusted accordingly to reflect the new current employee premium.

Section 5. The aforementioned medical benefits will be provided for five (5) years commencing on the effective date of retirement and expiring at the end of the five (5) years. At the end of the five (5) years the retiree shall have the option to continue such medical coverage, as is in effect for employees of the City of Laredo, for self and dependents at his/her own expense.

Section 6. Employees who elect to participate in the Voluntary Retirement Incentive Program (VRIP) and retire under its provisions shall not be eligible for re-employment with the City of Laredo.

Section 7. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 8. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 9. This Ordinance shall become effective October 1, 2024.

ORDAINED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____ **2024.**

_____
DR. VICTOR D. TREVINO
MAYOR

ATTESTED:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

_____

City of Laredo

Voluntary Retirement Incentive Program FY 24-25

EMPLOYEE NOTICE OF INTENT AND ACKNOWLEDGEMENT FORM

Employee Name: _____ Employee Number:_____

Department: _____ Retirement Effective Date:_____

As per **Ordinance 2024-O-___** which states:

> ***"Section 1.*** *The City Council hereby authorizes the City Manager, as necessary, to identify and grant a voluntary Employee Retiree Incentive Program to employees who retire between October 1, 2024 through January 31, 2025; and who have twenty (20) years of continuous full time employment with the City of Laredo, and who are eligible to retire under the Texas Municipal Retirement System (TMRS) except for employees subject to any Collective Bargaining Agreement; and to provide for an effective date of October 1, 2024.*
>
> ***"Section 2.*** *The City of Laredo will offer individual retiree's medical coverage under two categories and shall only contribute towards the cost of medical insurance premiums for eligible retirees. Retirees shall be responsible for a monthly payment of eighty-six dollars and sixty-six cents ($86.66) towards their medical insurance premium.*
>
> ***Section 6.*** *Employees who elect to participate in the Voluntary Retirement Incentive Program (VRIP) and retire under its provisions shall not be eligible for re-employment with the City of Laredo."*

I, _____, hereby declare my Notice of Intent to participate in the Voluntary Employee Retiree Incentive Program pursuant to the terms and conditions of Ordinance 2024-O-___. By signing this document, I further acknowledge the following:

1. A reasonable time was provided for deliberation on this matter, that I have been provided an opportunity to consult with an attorney regarding this agreement, and that I voluntarily entered into this agreement with the City of Laredo.
2. I do not rely and have not relied upon any representation or statement not set out herein made by anyone with respect to this agreement.
3. I understand that any tax liabilities arising from this Program is solely my responsibility.
4. I understand that my election to participate in this Program is irrevocable after January 31, 2024.

_____ _____

Employee Signature Date

SWORN TO AND SUBSCRIBED BEFORE ME before me on this _____ day of_____ 202__.

_____

Notary Public in and for the State of Texas

My commission expires:_____

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Final Readings 14.**

SUBJECT
An Ordinance of the City of Laredo, Texas amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to update investment officers' titles, adjust / update the current broker/dealer list, and make minor language adjustments to the City's Investment Policy.

PREVIOUS COUNCIL ACTION
Adoption of Investment Policy by Ordinances 95-O-288 and subsequently amended by various including: 2022-O-167, and 2023-O-154.

BACKGROUND
The Public Funds Investment Act, Chapter 2256 of the Texas Government Code requires that the Investment Policy for the City be reviewed at least annually and that the same be adopted by rule, order, resolution, or ordinance stating that it has been reviewed and adopted any amendment to the policy. The current policy has been reviewed by the City's Investment Advisors and City Staff and updates to the broker/dealer list and minor changes have been made.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this Final Reading of Ordinance.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2024-O-163

Amending Article VI [Investment Policy] of Chapter 2 [Administration] of the Code of Ordinances in order to:

1. UPDATE INVESTMENT OFFICER TITLES,
2. MAKE MINOR LANGUAGE ADJUSTMENTS,
3. ADD UPDATED BROKER/DEALER LIST AS ATTACHMENT A

WHEREAS, the City's investment policy is embodied in Article VI of Chapter 2 of the Code of the ordinance of the City of Laredo; and

WHEREAS, the Finance Director recommends that said Article VI be amended, first, to insert minor punctuation and typing edits; and

WHEREAS, the Finance Director recommends subsidiary editing in order to have Article VI of Chapter 2 of the Code of Ordinance conform with Chapter 2256 of the Government Code, popularly known as the Public Funds Investment Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. Article VI "Investment Policy" of Chapter 2 "Administration" of the Code of Ordinances is amended as follows:

Chapter 2 – Administration

Article VI – Investment Policy

Sec. 2-250. Policy

It is the policy of the City of Laredo ("City") to invest all available funds to the maximum extent possible at the risk appropriate rates obtainable at the time of investment with the maximum security while meeting the cash flow demands of the City and conforming with federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act ("Act").

Sec. 2-251. Scope

This Investment Policy applies to all funds of the City as accounted for in the City's general ledger system and disclosed in the City's Annual Comprehensive Financial Report, with the exception of the Laredo Firefighters Retirement System. The Policy applies to all funds including but not limited to operating funds and proceeds from bond issues. The City's fund types include:

- General Fund

- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds, including Debt Service Reserves
- Trust and Agency Funds
- Debt Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

Pooling of Funds. Except for cash in certain restricted funds, the City will consolidate cash balances from all funds to optimize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Sec. 2-252. Standard of Care

The standard of care to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The prudent person standard states that investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Investment Officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and an appropriate action is taken to control adverse developments.

Sec. 2-253. Objectives

Investment of funds shall be governed by the following investment objectives:

A. Preservation and safety of principal

Investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value. This will be attained through the diversification of the investment portfolio to mitigate credit risk and market risk.

B. Liquidity

The investment portfolio is an integral element in the City's cash management program. As such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. Yield

The investment portfolio shall be designed with the objective of attaining an overall yield commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-254. Delegation of Authority

A. City of Laredo Investment Authority

City depository and investment authority is established within the office of the City Manager in the Charter of the City of Laredo, Texas (1995, Section 6.20). By the authority of the City Charter (Section 3.05(4)), the City Manager hereby designates, with the approval of City Council, the Deputy City Manager, Finance Director and the Assistant Finance Director of the City as Investment Officers and, as such, are responsible for depositing funds, investing such funds, assuring that each investment has the proper and authorized collateral, monitoring investments, assuring the security of the City's principal and interest, receiving and reporting principal and interest at the maturity of each investment, and providing the proper documentation and reports on such investments to the City Manager and the City Council.

To ensure the quality and capability of investment management, the Investment Officers shall attend investment training sessions as required by and in compliance with the Act. Authorized training sources are the Texas Municipal League, Government Finance Officers Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers Association, Association of Public Treasurers of the United States and Canada, American Institute of Certified Public Accountants, Council of Governments, and University of North Texas.

B. Delegation and Restriction of Investment Authority

Responsibility and authority for the City's investment policies and procedures reside with the City Manager. Responsibility and authority for investment transactions reside with the City's Investment Officers and, as such, they are fully authorized to buy, sell, and trade investments in accordance with the City's Investment Policy and the Act.

Certain bonded officials share signatory responsibilities with the Financial Services Department for backup purposes. These officials are the City Manager, Deputy City Manager, and Assistant City Manager(s). The persons holding these positions are also authorized to transact wire transfers. However, only the City's Investment Officers are authorized to transact investments.

Bonding of all Financial Services Department staff with signatory authority is required, and such bonding requirements will also apply to those individuals authorized to place, purchase, or sell investment instruments.

Sec. 2-255. Ethics and Conflict of Interest

The City's Investment Officers shall refrain from any personal business activity that could conflict with the administration of the investment program or which could compromise their ability to carry on the City's investment business impartially. In this respect, the Investment Officers shall file a statement disclosing any personal business relationship with a business organization (to include investment pools) offering to engage in an investment transaction with the City. At the same time, any relationship within the second degree by affinity or consanguinity as determined under Chapter 573 (Texas Government Code) to an individual seeking to sell investment products to the City shall be disclosed in statements filed by the Investment Officers. These statements must be filed with the Texas Ethics Commission and the City Council.

For purposes of this section, an Investment Officer has a personal business relationship with a business organization if:

A. The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

B. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or

C. The Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

Sec. 2-256. Authorized Broker/Dealers

The Investment Officers will maintain a list of broker/dealers and local government pools that are authorized to provide investment services. The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City (Attachment A). Authorization to join eligible Local Government Pools will be authorized by City Council through a resolution.

All broker/dealers must be registered and certified with the Texas State Securities Board, Financial Industry Regulatory Authority (FINRA), and Securities and Exchange Commission (SEC), as applicable. Repurchase Agreements will be transacted only with "primary" dealers or financial institutions doing business in this State.

When requested, all broker/dealers who desire to become qualified for the aforementioned list must supply the following, as appropriate: audited financial statements, proof of registration and certification as noted above, and completed broker/dealer questionnaire.

All investment transactions will be analyzed on a competitive basis. Responses from other broker/dealers will also be documented. Quotes may be submitted in writing or by email, telephone, or facsimile.

All securities purchased shall be consummated on a delivery versus payment basis. The City will maintain a safekeeping account with the current depository banks and/or at a Federal Reserve Bank for delivery of securities.

A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. The qualified representative of any local government investment pool or discretionary investment management firm (i.e. business organization) offering to engage in an investment transaction with the City shall execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Investment Officers may not acquire or otherwise obtain any authorized investment described in the Investment Policy from a person who has not delivered to the City the instrument required in this section. Nothing in this section relieves the City of the responsibility for monitoring the investments made by the City to determine that they are in compliance with the Investment Policy.

Sec. 2-257. Investment Advisors

Investment advisors shall adhere to the spirit, philosophy and specific terms of this Policy and shall advise within the same “Standard of Care”. Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board.

Sec. 2-258. Authorized Investments

The City is empowered by statute to invest in the following:

A. Obligations of, or Guaranteed by, Governmental Entities.

1. Except as provided by 2, the following are authorized investments under this section:
   - Obligations of the United States or its agencies and instrumentalities including letters of credit and the Federal Home Loan Banks;
   - Direct obligations of this state or its agencies and instrumentalities;
   - Collateralized mortgage obligations, or similar obligations, directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, and pass-through mortgage back securities directly issued by a federal agency or instrumentality of the United States;

- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

2. The following are not authorized investments under this section:
   - Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
   - Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
   - Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
   - Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. Financial Institution Deposits.

1. A deposit is an authorized investment under this section if the deposit is with a state or national bank, a savings bank, or a state or federal credit union that has its main office or a branch office in this State and is:

   - Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
   - Secured by obligations as required by Sec. 2-259. Collateralization.

2. A deposit placed through a depository institution or authorized broker that has a main office or a branch office in this State that participates in a program that fully insures the deposit plus accrued interest and meets the requirements of the Act is additionally authorized.

C. Repurchase Agreements.

1. A fully collateralized repurchase agreement is an authorized investment under this section if the repurchase agreement:

   - Has a defined termination date;
   - Is secured by cash or obligations in compliance with the Act; and
   - Requires the cash or securities being purchased by the City to be pledged to the City, held in an account in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
   - Is placed through a primary government securities dealer as defined by the Federal

Reserve, or a financial institution doing business in this State.

2. In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date the eligible obligations, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

3. Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

4. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature no later than the expiration date stated in the reverse security repurchase agreement.

D. Mutual Funds.

1. A no-load money market mutual fund is an authorized investment under this section if the mutual fund:

   - Is registered with and regulated by the Securities and Exchange Commission and provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
   - Includes in its investment objectives the maintenance of a stable net asset value of $1.0000 for each share.

2. The City shall not invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools.

The City may invest its funds and funds under its control through an eligible investment pool if the pool operates in compliance with the Act, invests in a manner consistent with the risk criteria of this Policy, and City Council by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool.

F. Existing Investments.

The City is not required to liquidate investments that were authorized at the time of purchase.

G. Rating of Certain Investment Pools.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating agency.

H. Monitoring Credit Ratings and Effect of Loss of Required Rating.

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has an Act required minimum rating. An investment that requires a minimum rating under this section does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

Sec. 2-259. Collateralization

In agreement with the requirements of the Act and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code, it is the Policy of the City that collateral will be required on financial institution deposits and repurchase agreements with a market value greater than or equal to 102%, unless secured with irrevocable letters of credit at 100%, of the City's deposits plus accrued interest, less any amount insured by the FDIC. Acceptable forms of collateral are those included in the Public Funds Collateral Act.

The City reserves the right to accept or reject any form of collateral. The right of substitution will be granted, with the approval of an Investment Officer.

Collateral will be held and maintained as noted under the caption "Safekeeping and Custody".

Sec. 2-260. Safekeeping and Custody

All purchased securities shall be held in safekeeping by either the City, the City's account in a third-party financial institution, or the City's safekeeping account at its designated depository bank. Signatures authorized on the safekeeping accounts are those identified in Sec. 2-254, Delegation of Authority B. Transfers of securities in safekeeping shall be processed with written confirmations. The confirmation will be used for documentation and retention purposes. Securities rendered for payment will always be sent Delivery versus Payment to the City's designated safekeeping bank.

Pledged collateral shall be held in custody by the City's Custodian(s).

Sec. 2-261. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of authorized investments included herein. Investment in any one pool is limited to 50% of the City's total investment portfolio.

Sec. 2-262. Maximum Maturities

To the extent possible, the City will attempt to match its investments with projected cash flow requirements. Unless matched to a specific cash flow, the City's investment with maturities exceeding two (2) years will not exceed twenty-five percent (25%) of the total portfolio. The maximum maturity of any investment will not exceed ten (10) years to maturity. However, the City may collateralize its deposits and repurchase agreements using approved collateral that exceeds ten (10) years to maturity.

Sec. 2-263. Internal Control

The external audit firm, as part of the City's annual financial audit, will perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.

Sec. 2-264. Performance Benchmark

It is the Policy of the City to purchase investments, and hold them until maturity, with maturity dates coinciding with cash flow needs. Through this strategy, the City attempts to purchase the highest yielding allowable investments available on the market at that time, considering risk constraints. Market value will be calculated at least on a quarterly basis on all securities owned and compared to current book value of those securities. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U. S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

Sec. 2-265. Reporting

The City Manager, through the Investment Officers, will prepare and submit to City Council on a quarterly basis a written report of investment transactions for all funds covered by this Policy for the preceding period. The report must:

A. Describe in detail the investment position of the City on the date of the report;

B. Be prepared jointly by all Investment Officers;

C. Be signed by each Investment Officer;

D. Contain a summary statement prepared for each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period;

E. State the book value and market value, of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. In defining market value, sources independent of the investment providers will determine valuations and considerations will be given to GASB Statements No. 31

and 72;

F. State the maturity date of each separately invested asset that has a maturity date;

G. State the account or fund or pooled group fund in the City for which each individual investment was acquired; and

H. State the compliance of the investment portfolio as it relates to the Investment Strategy expressed in the City's Investment Policy and relevant provisions of the Act.

If the City invests in other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of certificates of deposit, money market accounts, or similar accounts, the reports prepared by Investment Officers, as included in this section, shall be formally reviewed at least annually by an independent auditor, in conjunction with the annual financial audit, and the result of the review shall be reported to the City Council by that auditor.

Sec. 2-266. Investment Policy Adoption

The City's Investment Policy shall be adopted by ordinance of the City Council.

The City Council shall review the Investment Policy and Investment Strategies annually, and it shall by ordinance state that it has reviewed the Investment Policy and Investment Strategies and that said ordinance so adopted includes any changes made to either the Investment Policy or Investment Strategies.

Investment Policy adopted by City of Laredo Ordinance No. 95-O-228; Amended by the following Ordinances: 97-O-225; 98-O-279; 2001-O-218; 2002-O-256; 2006-O-251; 2007-O-243; 2008-O-250; 2010-O-002; 2011-O-061; 2012-O-081; 2013-O-079; 2014-O-076; 2015-O-089; 2016-O-90; 2017-O-111;2018-O-170; 2019-O-182; 2020-O-157, 2022-O-167, and 2023-O-154.

Sec. 2-267. Depository for City Funds

The City Council shall designate a banking institution as the primary depository for the funds of the City. The bank shall be selected through a formalized solicitation process in response to a City request for application outlining all services required. The banking services contract shall comply with the City Charter and any statutory requirements. The designation of the primary depository bank does not preclude the City from entering into other depository contracts for the purpose of receiving investment or other bank services.

Sec. 2-268. Investment Strategy

The City's Investment Portfolio is a combination of all the City funds with the exception of

the Laredo Firefighters Retirement Fund. The following investment strategy applies to the City's Investment Portfolio. The portfolio is maintained to meet anticipated daily cash requirements for the City's operations, debt service payments, and capital projects while investing to the maximum extent possible at risk-appropriate rates obtainable at the time of the investment.

The overall objectives of the portfolio are:

A. Suitability

Any investments eligible in the Investment Policy are suitable for City funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

B. Preservation and safety of principal

The investments of the City shall be made in a manner that ensures preservation of capital in the overall portfolio. This will be attained through the diversification of the portfolio and by investing in high-quality investments for which a strong secondary market exists, where applicable.

C. Liquidity

The portfolio is an integral element of the City's cash management program, and as such, the portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash need to meet anticipated demands. A portion of the portfolio also may be placed in stable-value investment options that offer same-day liquidity for short-term funds.

D. Marketability

Securities with active and efficient secondary markets will be utilized for funds in the event of an unanticipated cash flow requirement.

E. Diversification

The City will diversify its investments in terms of maturity as well as type and issuer pursuant to the list of Authorized Investments.

F. Yield

The investment portfolio shall be designed with the objective of attaining an overall return commensurate with the City's risk preference and the cash flow characteristics of the portfolio.

Sec. 2-269. Investment Strategy by Fund Type

A. General and Enterprise Operating Funds

Operating Funds will have as their primary objective to assure that cash flows are matched while obtaining reasonable market yields. This will be accomplished by purchasing quality, short-term investments in a laddered structure, or utilizing other liquid alternatives.

The dollar weighted average will be 270 days or less to accomplish this goal. The portfolio shall be diversified to protect against credit and market risk in any one sector. No investment will be purchased with maturity over twenty-four (24) months.

B. Capital Project and Special Purpose Funds

Capital Project and Special Purpose Funds will have as their primary objective to ensure that anticipated cash flows are matched with adequate investment liquidity. No funds will be invested longer than the related anticipated expenditures.

These portfolios should have adequate liquid, stable-value investment options to allow for unanticipated project expenditures or accelerated project outlays. The dollar weighted average life of the portfolio should match the weighted average life of the expenditures. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

The City will have an arbitrage rebate calculation performed as needed to determine the income, if any, that has exceeded the arbitrage yield of bonds. Any positive arbitrage income will be rebated to the Federal Government according to arbitrage regulations. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield on the applicable bond.

B. Debt Service Fund and Debt Service Reserve

Debt Service Funds shall have as the primary objective the guarantee of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased will not have maturity dates that exceed the next debt service payment date until the preceding debt service payment is fully funded.

Debt Service Reserve will have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund within the limits set forth by the bond ordinance or debt covenants specific to each individual bond issue.

Section 2. This ordinance shall become effective upon the final reading of this ordinance.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO, MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Attachment A

List of Authorized Broker/Dealers

- FHN Financial
- Great Pacific
- Multi-Bank Securities
- Oppenheimer
- Pershing Advisor Solutions: Cresta Advisors
- SAMCO Capital Markets
- Wells Fargo Securities*

*Denotes Primary Dealer

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Final Readings 15.**

SUBJECT
Final Reading authorizing the City Manager to amend the FY 2024 Capital Improvement Fund by appropriating revenues and expenses in the amount of $172,658.20 for the agreement between the City of Laredo and Armadillo Construction Company, Ltd. for Springfield Avenue Extension Phase 2 Project to extend Springfield Ave. along the east boundary of Shiloh Highland Subdivision Phase 1 (North of International Blvd.).

PREVIOUS COUNCIL ACTION
On June 18, 2018, City Council authorized the City Manager to enter into an agreement with Armadillo Construction Company, Ltd. wherein Armadillo will provide the City construction funds in the amount of $172,658.20 (representing 1/2 of road construction costs of a local street) and right-of-way to extend Springfield Avenue along the east side of Shiloh Highland Subdivision Phase 1 (North of International Blvd.) pursuant to 3-2.A of the Laredo Subdivision Ordinance and providing for the placement of the road construction project in the City's Capital Improvement Program (CIP) within two years of the effective date of this agreement. If the road is not constructed within ten years, the funds will be returned to Armadillo Construction Company.

BACKGROUND
Armadillo Construction Co. Ltd. seeks participate in 1/2 of the cost a local street section extending Springfield Ave. along the east boundary of its Shiloh Highland Subdivision Phase 1 (North of International Blvd.).

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	Capital Improvement Fund
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Revenues SP2408

Contribution 402-0000-372-1000

Expenses
Improvement 402-2790-535-9301

CITY OF LAREDO
PLANNING DEPARTMENT

July 20, 2018

Mr. Oscar Dominguez
Director of Land Development
Armadillo Homes
3602 Paesanos Parkway, suite 200
San Antonio, Texas 78231

Ref: Springfield Avenue Extension Agreement

Mr. Dominguez:

Enclosed, please find one signed original of the above referenced agreement between the City of Laredo and Armadillo Construction Company, Ltd. As you know, within ten days of the recording of the Shiloh Highland Subdivision the payment of $172,658.20 should be forwarded to the City. Thank you for your patience and partnership in this matter.,

Respectfully,

Nathan R. Bratton

Nathan R. Bratton
Director

Encl.

Cc: Mr. Buck Benson
Benson Jones PLLC
745 E. Mulberry, Suite 550
San Antonio, Texas 78212

STATE OF TEXAS §

COUNTY OF WEBB §

AGREEMENT
Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave. North of International Blvd.

Pursuant to 3-2.A of the City of Laredo Subdivision Ordinance

This Agreement, which has been approved by the Laredo City Council on June 18th., 2018 is made between Armadillo Construction Company, Ltd., (hereinafter "ARMADILLO") and CITY OF LAREDO (hereinafter "CITY"), relating to the Shiloh Highland Subdivision Master Plan presently owned by ARMADILLO, and as depicted in the attached Exhibit A, incorporated herein as if set out in full for all intents and purposes.

WHEREAS, ARMADILLO is the owner of a 25.29 acre tract known as the Shiloh Highland Subdivision (the "Property"); and

WHEREAS, ARMADILLO has submitted to the CITY a plat for Property; and

WHEREAS, a portion of the Property contains the future roadway extension of Springfield Ave.; and

WHEREAS, ARMADILLO does not own all of the right-of-way necessary to extend Springfield Ave., and

WHEREAS, Springfield Ave. is recognized as a minor arterial requiring a 90 foot right-of-way; and

WHEREAS, Section 3-2A of the Laredo Subdivision Ordinance provides:

> If the right-of-way or pavement width or base required by the City Comprehensive Plan is in excess of the minimum right-of-way or pavement width, then the subdivider may request the participation of the City in the additional cost of street construction over and above the costs which would be required for residential street construction. In any such instance, a written contract with the City is required as part of the application for final plat approval. Said written contract shall be considered as part of the application for final plat along with the other information and data required by the Subdivision Ordinance.

WHEREAS, ARMADILLO has requested City participation in the construction of the proposed extension of Springfield Ave.; and

WHEREAS, coordination of the right-of-way acquisition and construction of the proposed extension of Springfield necessitates CITY's active involvement.

NOW THEREFORE, the parties agree as follows:

1. ARMADILLO shall:

    a. Within ten (10) days of the plat recordation of the Property by City, ARMADILLO shall deposit with the CITY one hundred seventy two thousand six hundred fifty eight and 20/100 dollars ($172,658.20) which said sum represents one-half of the construction cost (inclusive of labor and materials and a 2% yearly inflation factor for 5 years) (the "Escrowed Funds") for the construction of a local street being 1670 linear feet of 31' curb back to curb back roadway (the "Roadway") as said costs are set out in the attached Exhibit B.

The funds set forth in this section are hereinafter referred to as the "Escrowed Funds" and will be deposited in a separate project account of the CITY.

    b. Cooperate with City in the granting of easements that may be needed on land solely owned by ARMADILLO prior to final subdivision plat approval.

2. ARMADILLO further represents and warrants to CITY that:

    a. ARMADILLO is the sole owner in full and complete fee simple title of the Property and the sections of right-of-way identified therein.

    b. The Property is not subject to any liens or encumbrances.

    c. ARMADILLO has full and complete fee simple title to the Property, free and clear of all other easements, restrictions, conditions, exceptions or reservations.

    d. There are no lawsuits pending or, to the best of ARMADILLO'S knowledge, threatened, against or involving ARMADILLO or the Property.

    e. There is no pending or threatened claim affecting the Property.

    f. The Property has not been used for the storage or disposal of any hazardous or toxic materials.

    g. There are no third parties in possession of the Property as lessees, tenants at sufferance, or trespassers; there are no leases, licenses or other agreements relating to the use, occupancy or possession of the Property.

h. The signatories to this Agreement have the authority to execute this Agreement on the terms herein set forth and to dedicate the right-of-way to the CITY pursuant hereto.

3. CITY shall:

   a. Within a reasonable time, not to exceed two (2) year from the effective date of this agreement, place the construction of the extension of the portion of the Springfield referred to herein (the "Springfield Extension") in the City of Laredo's Capital Improvement Program (CIP).

   b. Be responsible for the acquisition of additional right-of-way necessary to construct the Springfield Extension.

   c. Be responsible for the engineering, design and the construction of the Springfield Extension.

   d. In its sole discretion determine the length and specification, as well as the phasing, of the Springfield Extension but in no event shall the street be shorter than the extension of Shiloh Rock or, should the developer decide to move the subdivisions east/west connection to the proposed Springfield further south, to Rockpile Creek.

   e. Use its best efforts to complete the construction of the Springfield Extension.

   f. Use the Escrowed Funds for the sole purpose of engineering, design and construction of the Springfield Extension and which will be deposited in a separate project account of the CITY.

4. Each of the obligations and representations of ARMADILLO and CITY are a material part of the consideration of this agreement. The failure of CITY or ARMADILLO to timely comply with any and all of these obligations shall be considered a breach of and default of this agreement. The parties' only recourse for breach hereunder is the filing of a law suit for specific performance of this agreement.

5. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreement that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

6. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

7. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

8. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid to the following:

   City of Laredo
   Attn: City Manager
   1110 Houston St.
   Laredo, Texas 78040

   With a Copy to

   City of Laredo
   City Attorney
   1110 Houston St.
   Laredo, Texas 78040

   Armadillo Construction Company, Ltd.
   Attn: Mr. Oscar Dominguez
   Director of Land Development
   Armadillo Construction Company, Ltd.
   3602 Paesanos Parkway, Suite 200
   San Antonio, Texas 78231

9. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and a0ll such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

10. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

11. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

12. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

13. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

14. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

15. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

16. This Agreement becomes effective when signed by the last party whose signing makes this Agreement fully executed.

ARMADILLO CONSTRUCTION CO. LTD.:

By: Armadillo Management, LLC
General Partner

_____
Robert P. Gutierrez
Manager

Dated: July 10, 2018

THE CITY OF LAREDO:

By: _____

Name: Horacio De Leon
Title: City Manager

Dated: July 18, 2018

ATTEST:

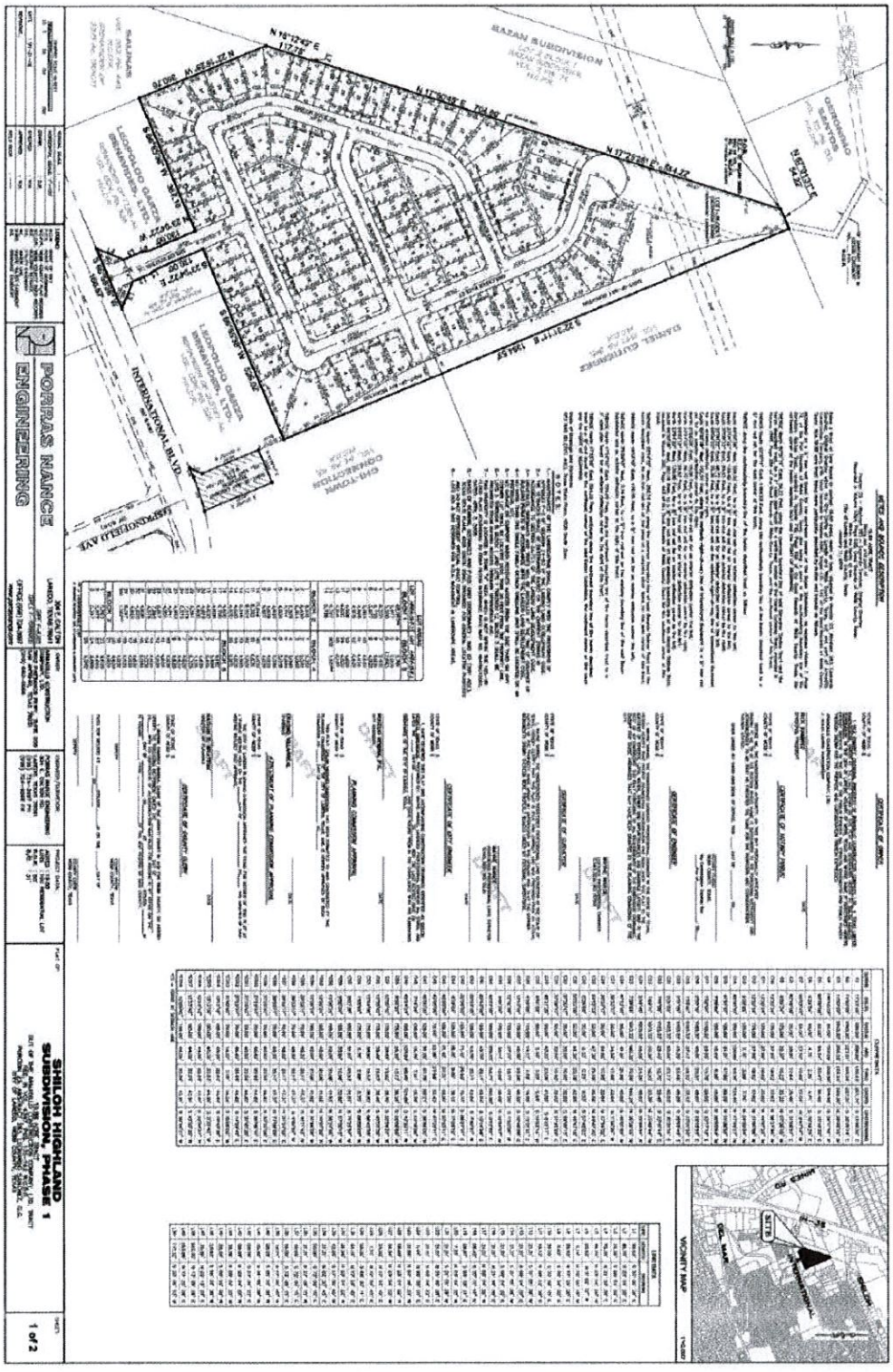


Jose A. Valdez, Jr.
City Secretary

APPROVED:

Kristina Laurel Hale
City Attorney

EXHIBIT A



Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

EXHIBIT B

TABLE 1: PRELIMINARY Estimate of Probable Construction Cost

Springfield Ave North - International Blvd. to Santos South Line

~1670 LF of Local Street (31' B-B)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	STREET SYSTEM				
1	Clearing & Grubbing (Haul or Burn) / Remove Fences	2	Acres	$ 1,000	$ 2,000
2	Excavation (at natural state)	6,200	C.Y.	$ 3.50	$ 21,700
3	Fill w/compaction (for street system)	2,000	C.Y.	$ 4.50	$ 9,000
4	2" Type "D" Hot Mix Asphalt Surface	5,000	S.Y.	$ 8.50	$ 42,500
5	5" Caliche Flexible Base (1st Lift)	6,100	S.Y.	$ 7.00	$ 42,700
6	5" Caliche Flexible Base (2nd Lift)	5,000	S.Y.	$ 7.00	$ 35,000
7	Prime Coat (MC-30)	5,000	S.Y.	$ 1.50	$ 7,500
8	Subgrade Preparation	6,100	S.Y.	$ 1.50	$ 9,150
9	5' Concrete Valley Gutter (C&G sep. pay item)	2	Ea.	$ 3,500	$ 7,000
10	2' Concrete Curb & Gutter - Type "A" (6")	3,340	L.F.	$ 13.20	$ 44,088
				SUB-TOTAL	*$ 220,638*
	SIDEWALKS				
11	Concrete Sidewalks, 4" thickness (crossing at drains included), 4-ft width	4,400	S.F.	$ 6.50	$ 28,600
12	Concrete Handicap Ramps, 4" thickness (including detectable warnings, as per City Specs) Single	2	Ea.	$ 1,000	$ 2,000
				SUB-TOTAL	*$ 30,600*
	STORM DRAINAGE SYSTEM				
13	Silt Barrier Fence	1,700	L.F.	$ 4	$ 6,800
14	Stabilized Construction Entrance	1	Ea.	$ 1,500	$ 1,500
				SUB-TOTAL	*$ 8,300*
	STREET SIGNS/LIGHTS				
15	Street Lights - AEP Cost	3	Ea.	$ 3,500.00	$ 10,500
16	Stop Sign w/ Street Name	2	Ea.	$ 600.00	$ 1,200
17	Type III Barricade w/Dead End Sign	1	Ea.	$ 450.00	$ 450
18	Traffic Signs	2	Ea.	$ 300.00	$ 600
				SUB-TOTAL	*$ 12,750*
	MISCELANEOUS				
19	4" PVC Conduit Crossings	600	L.F.	$ 9.20	$ 5,520
				SUB-TOTAL	*$ 5,520*
				TOTAL ESTIMATED CONSTRUCTION	$ 277,808
				Testing & Quality Control (3%)	$ 8,334
				Engineering (10%)	$ 27,781
				TOTAL ESTIMATED PROJECT COST	**$ 313,923**
				Springfield North Subdivision Frontage Share (50%)	*$ 156,962*

Armadillo Construction Company, Ltd
and
City of Laredo
For the extension of Springfield Ave.
North of International Blvd.

City Council

Meeting Date: 9/3/2024 **Final Readings 16.**

SUBJECT
An Ordinance of the City of Laredo, Texas, to establish a Retiree Incentive Program Policy for eligible employees of the City of Laredo to enhance workforce management and provide financial stability in the event of critical situations; with the exception of employees subject to any Collective Bargaining Agreement; providing for a repealing clause, severability clause, and an effective date.

PREVIOUS COUNCIL ACTION
During the City Council meeting of August 19, 2024, City Council motioned, to proceed as presented.

BACKGROUND
During City Council meeting of December 4, 2023, council motioned staff to bring back a Retiree Incentive Program with three options for the program, bring back the options within three months, consider a 25%, 35%, and 50% base salary cost, two split payment, and analyze potential savings.
Staff presented findings and suggestions during the April 8, 2024 City Council Workshop.
June 17, 2024, staff presented findings of the Retiree Incentive Program.
August 8, 2024, Budget Workshop, City Council motioned to enact a Voluntary Retiree Incentive Program for eligible employees with 20 or more years of consecutive employment that are TMRS eligible for a period of October 1, 2024 through January 31, 2025.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends Council approve this item.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

ORDINANCE NO. 2024-O-165

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, TO ESTABLISH A RETIREE INCENTIVE PROGRAM FOR ELIGIBLE EMPLOEES OF THE CITY OF LAREDO TO ENHANCE WORKFORCE MANAGEMENT AND PROVIDE FINANCIAL STABILITY IN THE EVENT OF CRITICAL SITUATIONS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is a municipal corporation organized under the Constitution and the laws of the State of Texas and exercises the powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council recognizes the need to provide options for voluntary retirements as a means to achieve financial and operational efficiencies with the municipal workforce; and

WHEREAS, the City Manager has proposed the activation of a Voluntary Retiree Incentive Program as part of the budgetary process to address such needs: and

WHEREAS, the implementation of this program shall be subject to certain conditions to ensure it aligns with the city's strategic goals and operational requirements; and

WHEREAS, it is in the best interest of the city to establish clear guidelines and mechanism for activating this program to address various situational factors effectively.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: Eligibility Criteria This ordinance applies to all employees of the City of Laredo Municipal Government, excluding Firefighters and Police Officers who are members of Collective Bargaining Agreements.

Employees eligible for the Retiree Incentive Program must:

- Retire between October 1 and January 31.
- Have a combination of actual City years of service and age equal to or greater than 75.
- Be eligible under the current retirement plan.

Section 2: Incentive Benefits The Program shall offer incentives to eligible retirees, including but not limited to financial benefits, in accordance with policy guidelines established by the City Manager and approved by the City Council.

Section 3: Employment Restrictions Retirees participating in this program will not be permitted to work for the municipality for five years following their retirement date.

Section 4: Program Activation Mechanisms The Retiree Incentive Program will be triggered under the following circumstances:

1. **Succession Planning:** An established succession plan must be in place for key position(s).

2. **Adverse impacts:** The city must be adversely affected –
   - Natural Disaster (Act of God)
   - Difficulty meeting its financial operational requirements
   - Experience an economic downturn impacting the city
   - Face favorable employer market workforce conditions
   - Be impacted by a pandemic.

Section 5. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 8. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Final Readings 17.**

SUBJECT
An Ordinance amending the City of Laredo Fiscal Year 2023-2024 Health and Benefits Fund by appropriating a drawdown of $1,000,000 from its opening balance and appropriating it for medical claims.

PREVIOUS COUNCIL ACTION
During the August 19, 2024 regular City Council meeting, Council motioned to proceed to second and final ordinance reading as submitted.

BACKGROUND
Health claims are projected to exceed appropriation by $1,000,000 for the current Fiscal Year 2023-2024. The drawdown of fund balance will provide the necessary appropriation to continue operation during the current fiscal year.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council introduce this Ordinance.

Fiscal Impact

Fiscal Year:	2023-2024
Budgeted Y/N?:	Y
Source of Funds:	Health & Benefits Fund
Account #:	660-2035-513-9727
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

Health and Benefits Fund	Annual Budget FY 2023-2024	Proposed Amendment	Amended Budget FY 2023-2024
Opening Balance	$9,291,222	-$1,000,000	$8,291,222
Health Medical Claims	$24,436,445	$1,000,000	$25,436,445

ORDINANCE NO. 2024-O-166

AN ORDINANCE AMENDING THE CITY OF LAREDO FISCAL YEAR 2023-2024 HEALTH AND BENEFITS FUND BY APPROPRIATING A DRAWDOWN OF $1,000,000 FROM ITS OPENING BALANCE AND APPROPRIATING IT FOR MEDICAL CLAIMS.

WHEREAS, on September 18, 2023, City Council adopted the Fiscal Year 2023-2024 annual budget: and

WHEREAS, Health claims are projected to exceed appropriation by $1,000,000 for the current Fiscal Year 2023-2024. The drawdown of fund balance will provide the necessary appropriations to continue operation during the current fiscal year.

WHEREAS, the total amount of $1,000,000 is needed to continue providing the necessary funding, the proposed budget amendment is hereby proposed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. Health and Benefits fund is hereby amended as follows:

	Annual Budget FY 2023-2024	Proposed Amendment	Amended Budget FY 2023-2024
Health and Benefits Fund:			
Opening Balance	$9,291,222	-$1,000,000	$8,291,222
Health Medical Claims	$24,436,445	$1,000,000	$25,436,445

Section 2. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO
CITY SECRETARY

_____
APPPROVED AS TO FORM:
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Final Readings 18.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

ZC-042-2024
District II

Council District: District 2 **Zone Case:** ZC-042-2024

Letters sent to property owners: 44

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of revoking the conditional use permit. However, one (1) commissioner abstained from the vote.

City Council-Regular Meeting

Date: 09/03/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary

Initiated By: City Council

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-167 Amending the Zoning Ordinance (Map) of the City of Laredo by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

ZC-042-2024
District II

PREVIOUS COUNCIL ACTION

- On February 1, 2016, the City Council made a motion to approve a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue (Ordinance 2016-O-15).

- On June 10, 2024, staff received direction from the City Council to proceed with the initiation of the revocation process.

- On August 19, 2024, City Council made a motion to introduce this item.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Rangel, Jr.

Zoning District: B-1 (Limited Business District) zoning district.

Site: The site currently has a conditional use permit for an impound lot.

Background: The property has received the following citations:

1. On December 12, 2017, the owners of the property received a citation for “using a B1 Zoning District as an auto impound yard / inoperable vehicle holding yard.”
2. On December 12, 2017, the owners of the property received a citation for “having a sheet metal fence,” which is not allowed by the City of Laredo Land Development Code.
3. On April 25, 2023, the owners of the property received a citation for “not having all areas used for storage of vehicles fully paved,” which is required as per the Conditional Use Permit, Ordinance 2016-O-015.
4. On April 25, 2023, the owners of the property received a citation for “having inoperable or junk vehicles stored,” which is prohibited as per the Conditional Use Permit, Ordinance 2016-O-015.
5. On August 31, 2023, the owners of the property received a citation for “not having all areas used for storage of vehicles fully paved,” which is required as per the Conditional Use Permit, Ordinance 2016-O-015.
6. On August 31, 2023, the owners of the property received a citation for “having inoperable or junk or partially dismantled vehicles stored,” which is prohibited as per the Conditional Use Permit, Ordinance 2016-O-015.

The City of Laredo Land Development Code Section 24.94.10(a)(1) states, “Violation of any of the conditions of the conditional use permit if not corrected to the satisfaction of the city within 90 days of the owner having received written notice of the violation and the means necessary to correct it.”

The Legal Department has expressed that pursuit of revocation of the Conditional Use Permit demonstrates exhaustion of available remedies prior to initiation of alternative legal enforcement measures.

On July 5, 2024, a letter was sent via certified mail to the property owner advising the revocation process had been authorized by the City Council. However, no communication has been received from the property owner regarding the revocation of the conditional use permit.

Surrounding land uses: To the north of the site is Marion Street, single family residential uses, and multiple family residential uses. To the east of the site is South Meadow Avenue, a vacant lot, and single-family residential uses. To the south of the site is Gates Street, single-family residential uses, Kadylakn Auto Sales, and Perales Motors & Laredo Body Shop.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies South Meadow Avenue as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 44 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of revoking the conditional use permit. However, one (1) commissioner abstained from the vote.

Attachments

Maps

Ordinance 2016-O-015

Final Ordinance

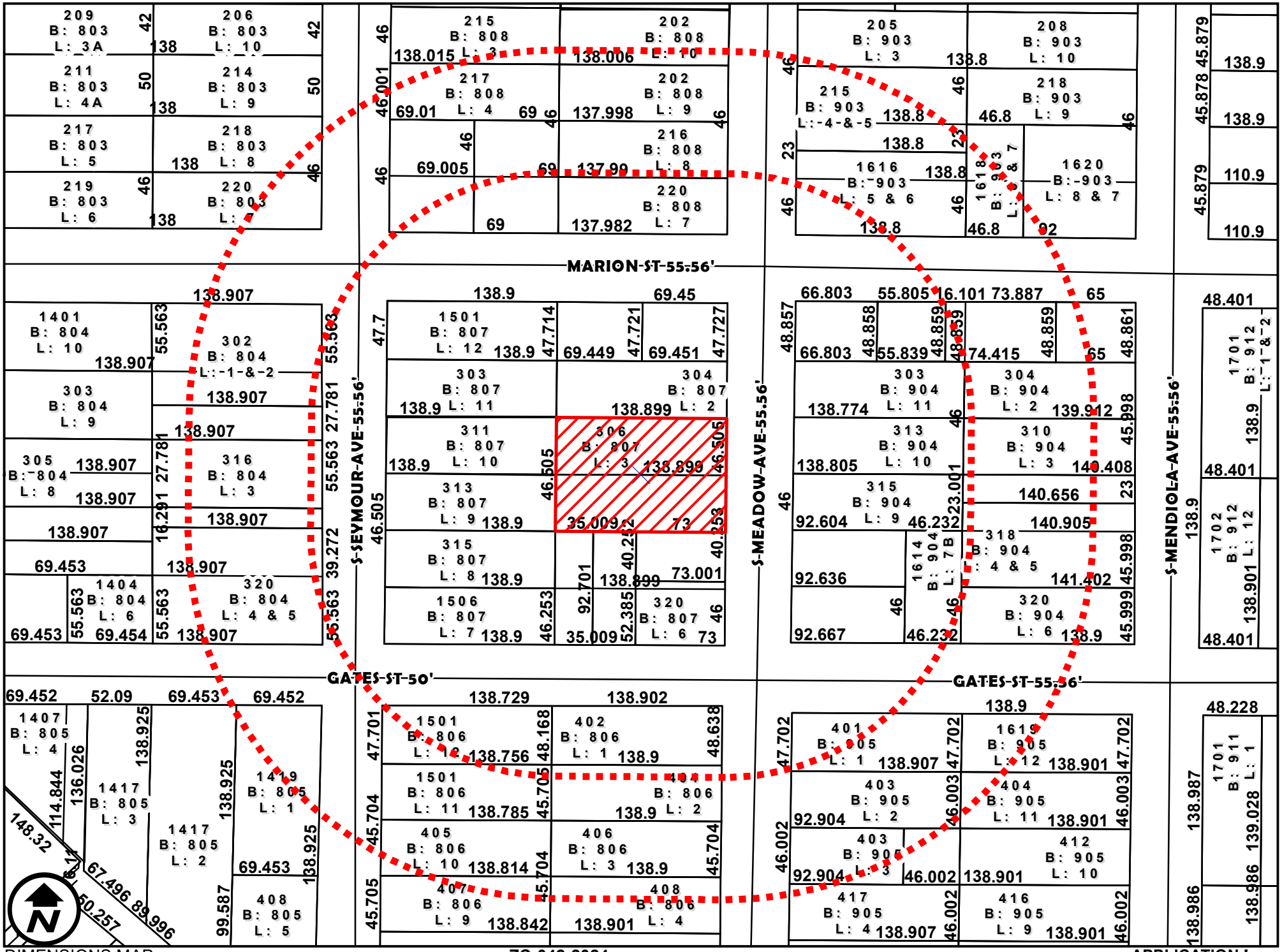


AERIAL MAP

1 inch = 100 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION I
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT



DIMENSIONS MAP

1 inch = 100 feet

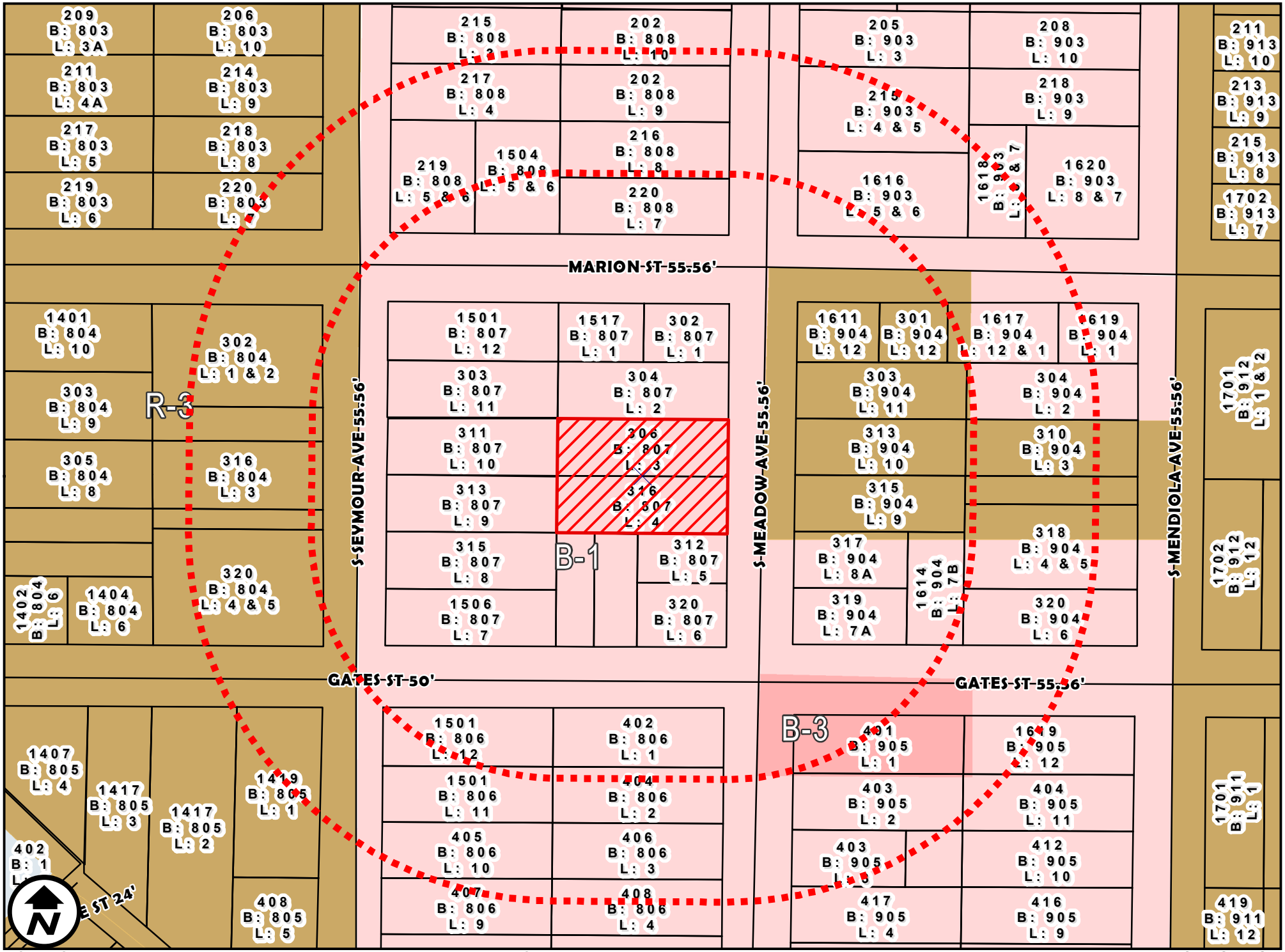
ZC-042-2024

COUNCIL DISTRICT 2

APPLICATION I

REVOCATION OF 2016-O-

C.U.P FOR IMPOUND LOT

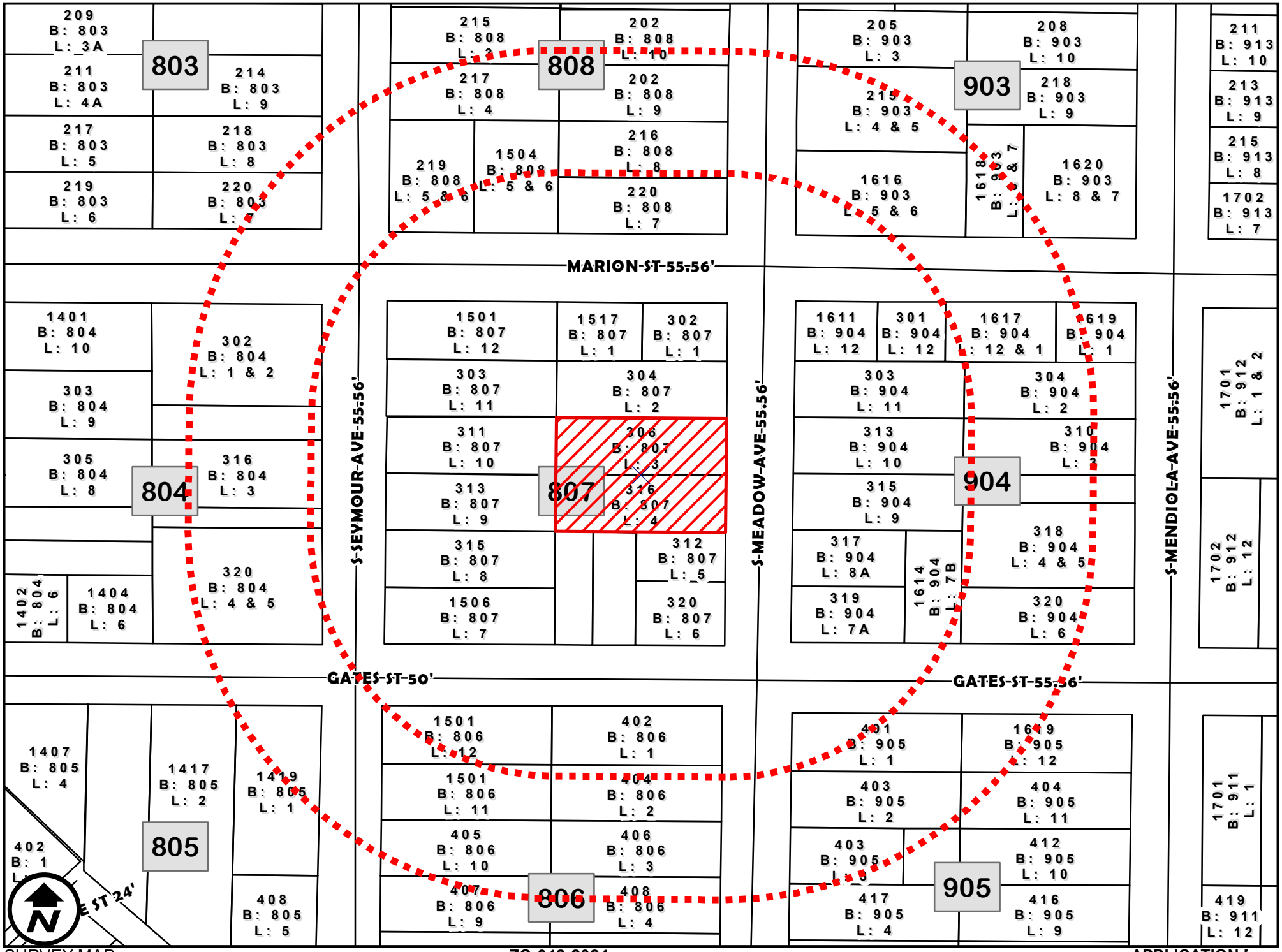


ZONING MAP

1 inch = 100 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION F
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT

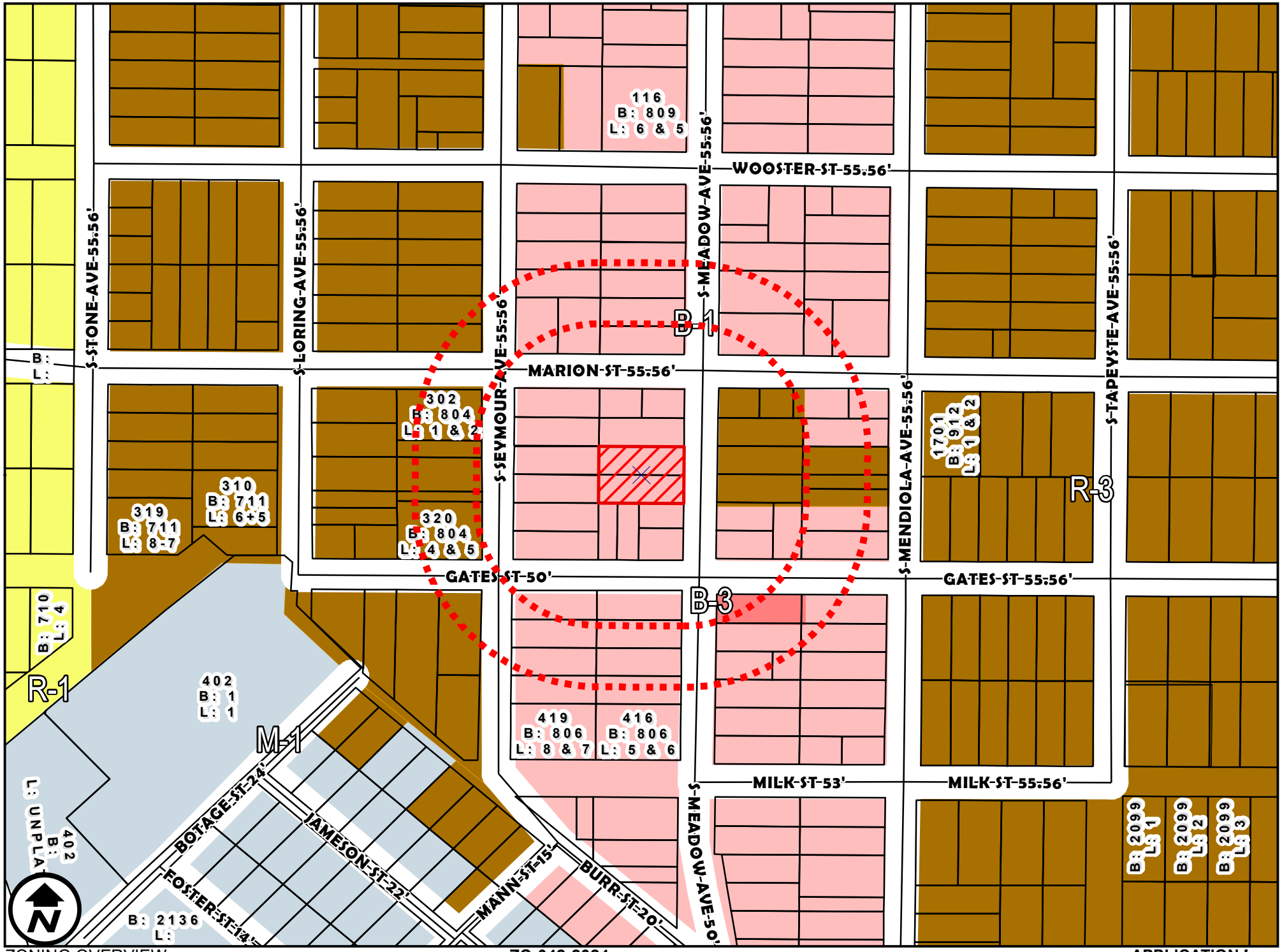


SURVEY MAP

1 inch = 100 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION F
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT

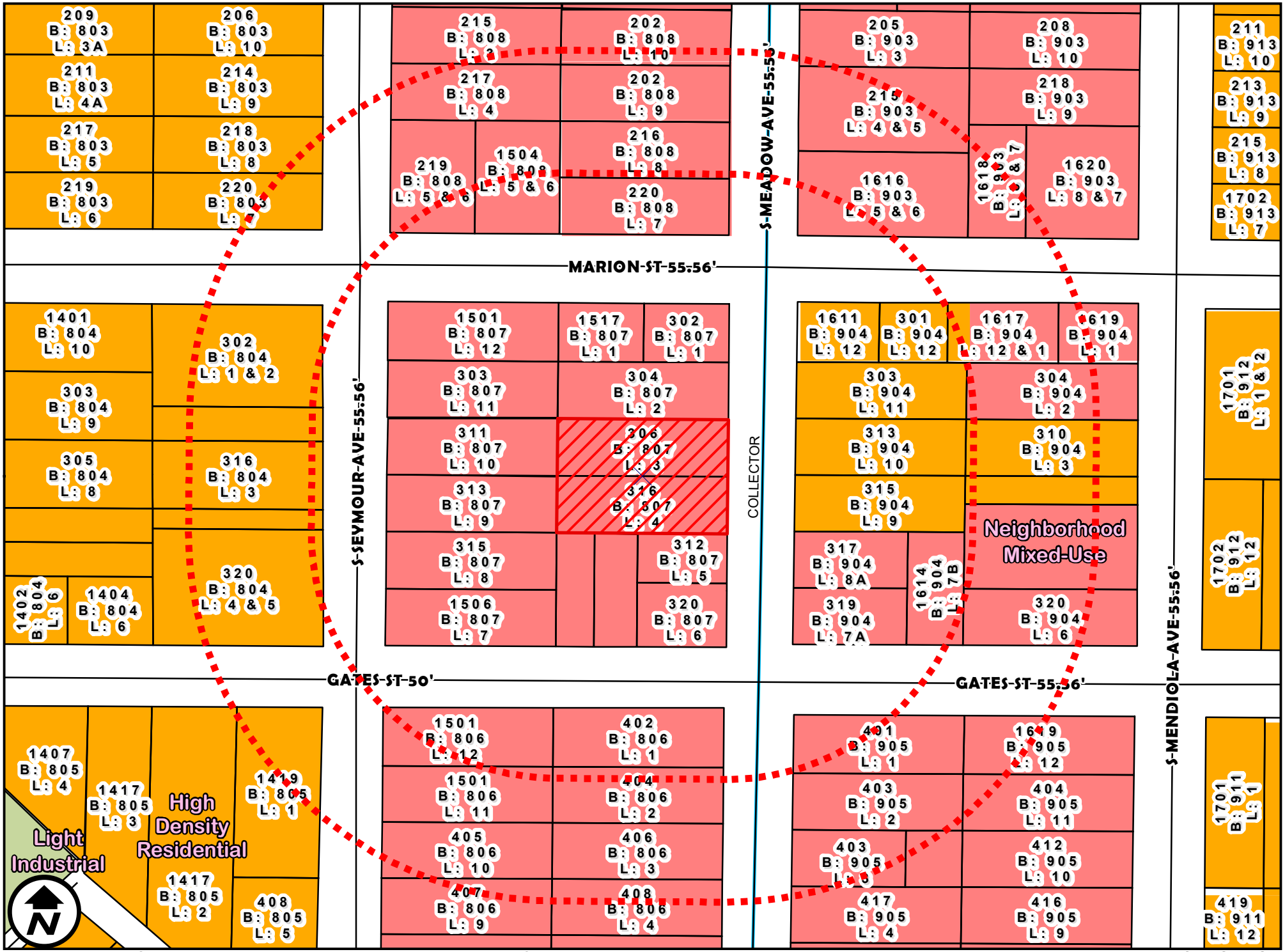


ZONING OVERVIEW

1 inch = 200 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION F
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT

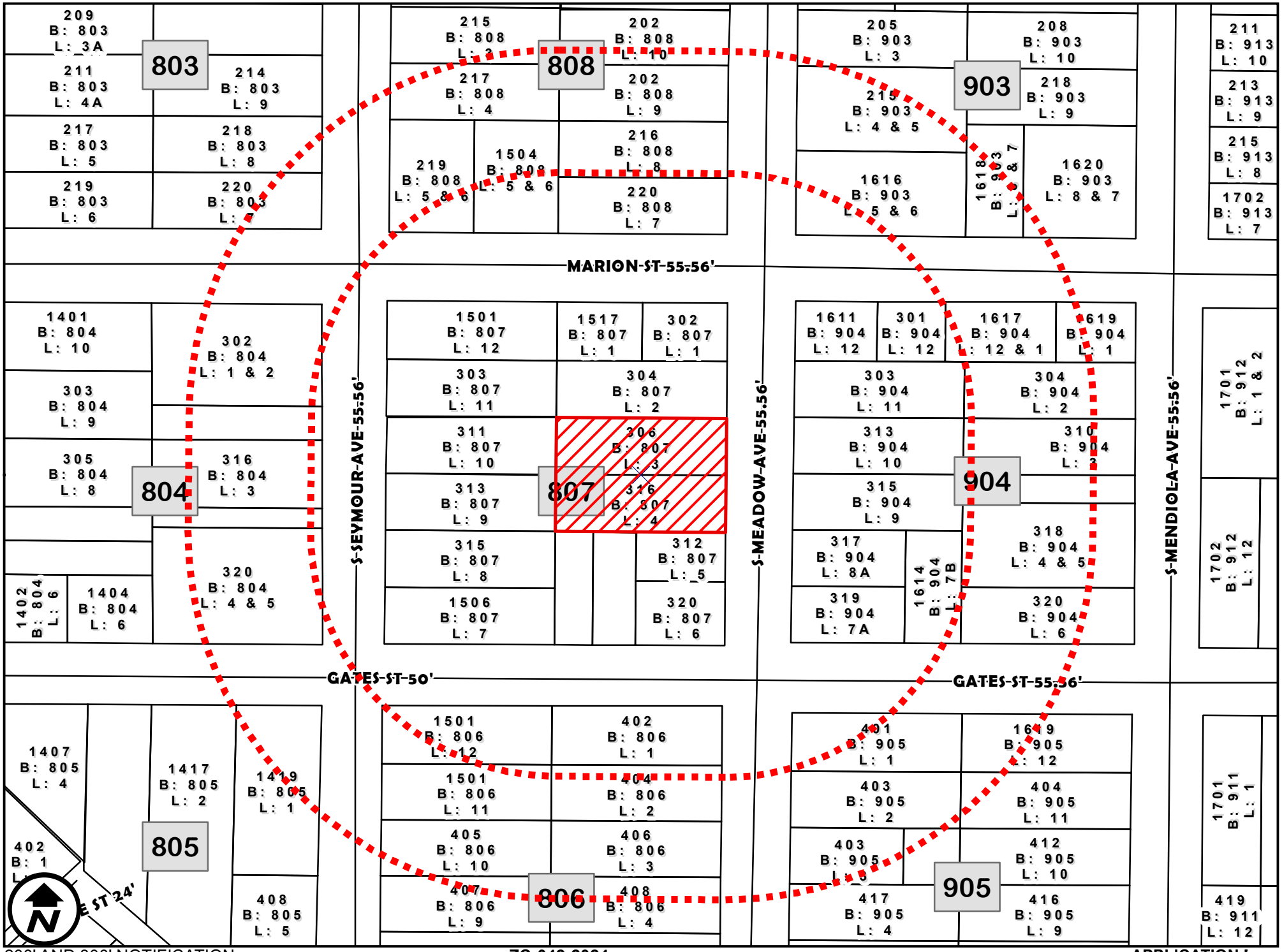


FUTURE LANDUSE

1 inch = 100 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION F
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-042-2024
COUNCIL DISTRICT 2
306 AND 316 SOUTH MEADOW AVENUE

APPLICATION I
REVOCATION OF 2016-O-
C.U.P FOR IMPOUND LOT

ORDINANCE NO. 2016-O-015

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A CONDITIONAL USE PERMIT FOR AN IMPOUND LOT ON LOTS 3 AND 4, BLOCK 807, EASTERN DIVISION, LOCATED AT 306 AND 316 SOUTH MEADOW AVENUE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on December 17, 2015; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on January 19, 2015, on the request and finds the Conditional Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Jorge A. Vasquez and is nontransferable.
2. The C.U.P. is restricted to an auto impound lot with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. All areas used for storage of vehicles must be fully paved.
6. No storage of inoperable or junk vehicles.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.

10. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
13. No dismantling or chopping of vehicles on premises.
14. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
18. No mechanic, auto body or paint work is permitted on site.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.

C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 1ST DAY OF February, 2016.

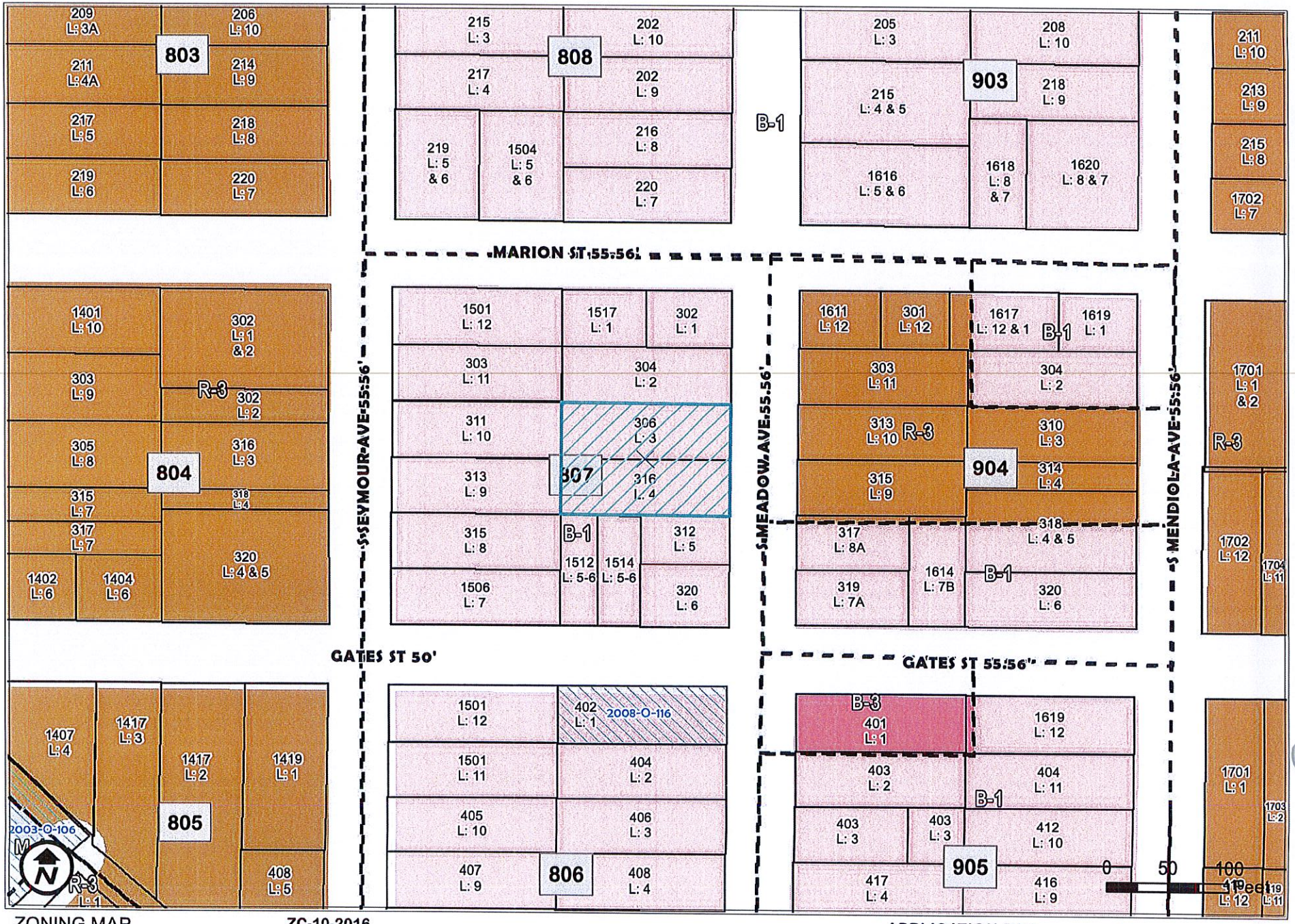
PETE SAENZ
MAYOR

ATTEST:

DOANH "ZONE" T. NGUYEN
ACTING CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

KRISTINA LAUREL HALE
ASSISTANT CITY ATTORNEY



ZONING MAP
1 inch = 100 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT

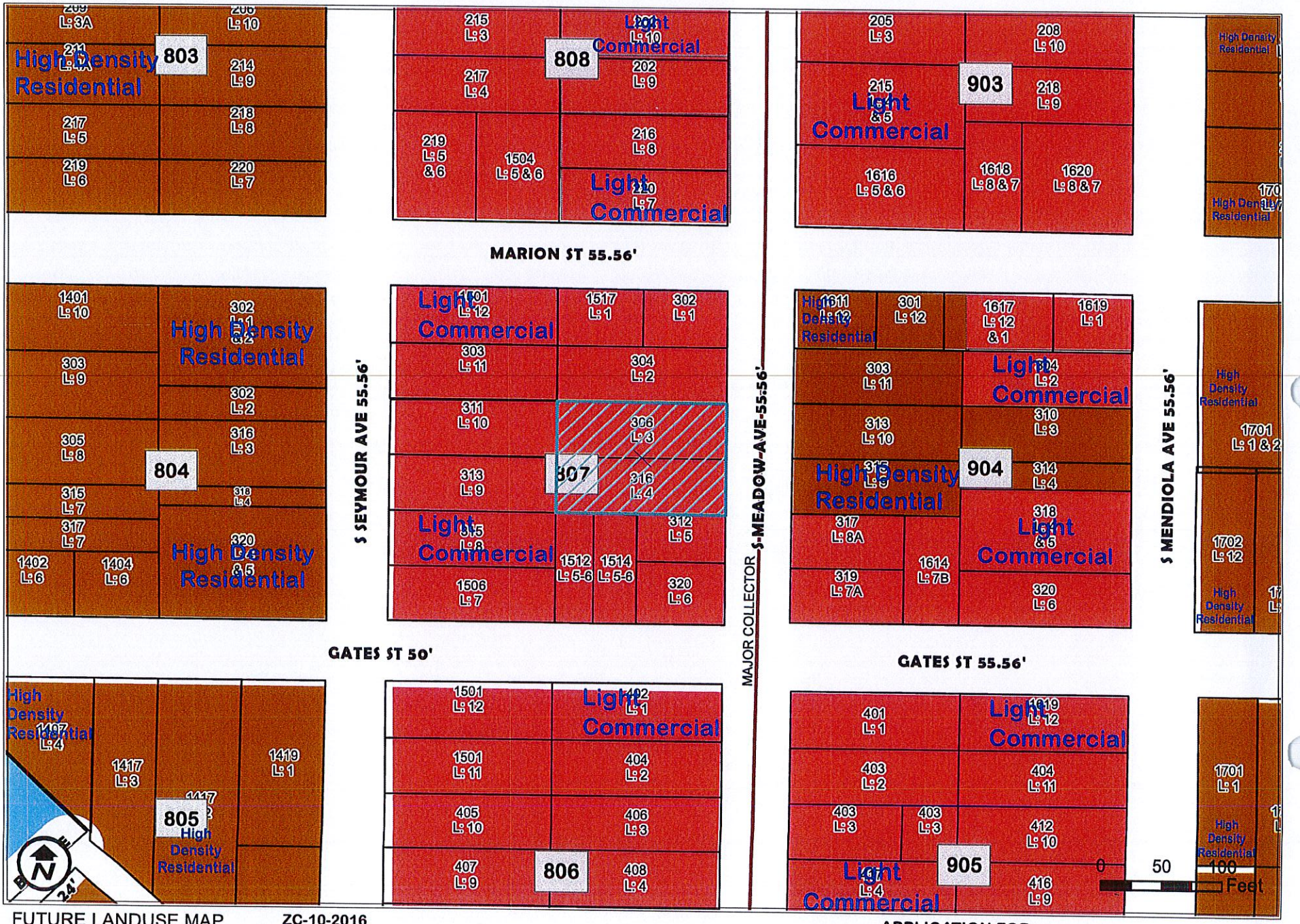
S.U.P. (SPECIAL USE PERMITS)
C.U.P. (CONDITIONAL USE PERMITS)
S.U.P. & C.U.P.



AERIAL MAP
1 inch = 100 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

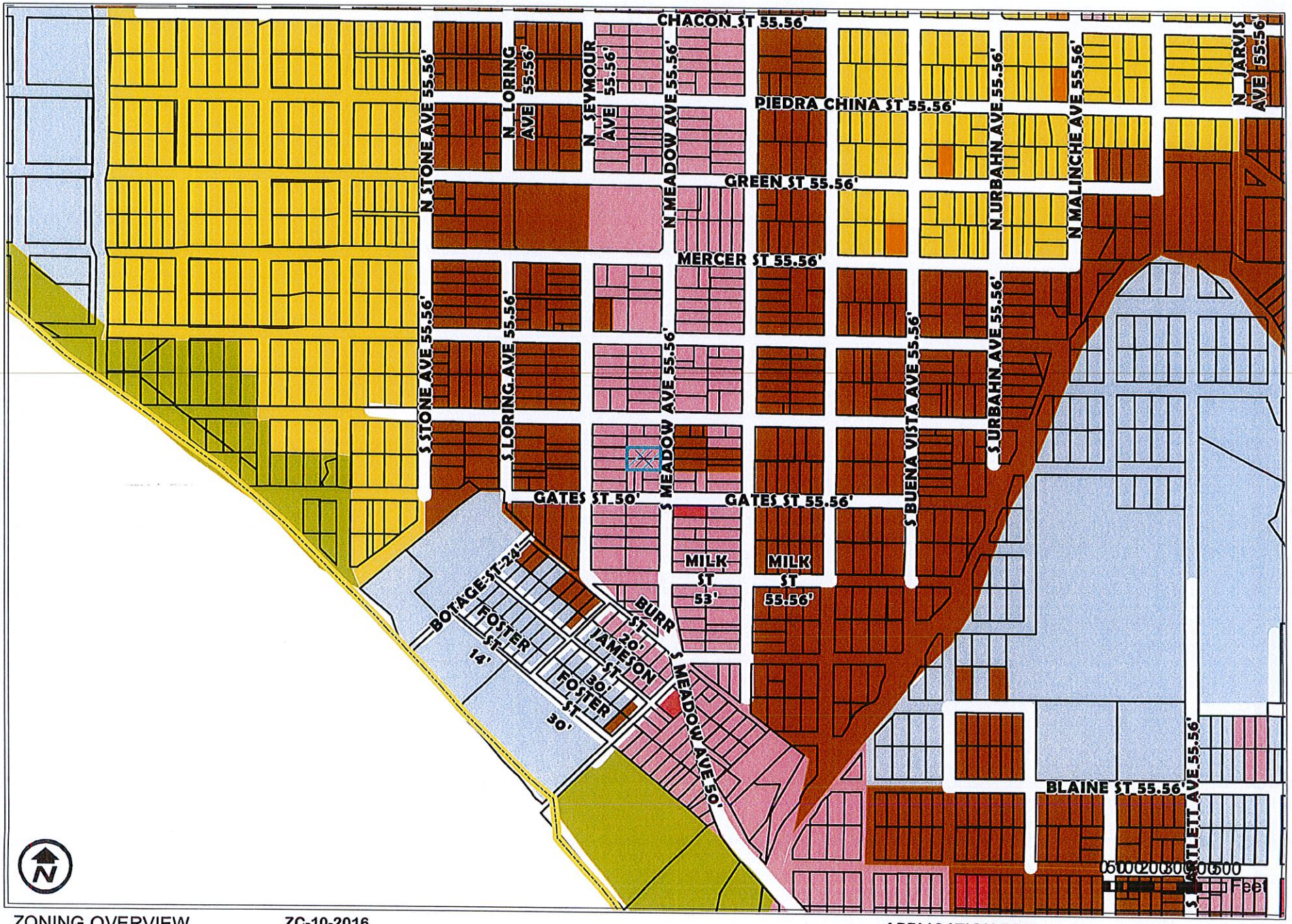
APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT



FUTURE LANDUSE MAP
1 inch = 100 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT



ZONING OVERVIEW
1 inch = 500 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT

Final Reading of Ordinances

City Council-Regular
Meeting Date: 02/01/2016
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: Jorge A. Vasquez, owner
Staff Source: Nathan R. Bratton, Planning Director

SUBJECT
2016-O-015 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue; providing for publication and effective date. District III

PREVIOUS COUNCIL ACTION
This item was introduced by the Honorable Alejandro "Alex" Perez, Jr. at the regular meeting of January 19, 2016.

BACKGROUND
Council District: III – The Honorable Alejandro "Alex" Perez

Proposed use: Impound Lot (Auto storage)

Site: Vehicle storage

Surrounding land uses: North of the site are single-family residences. East of the site are single-family residences, vacant lots and a commercial building. To the south are single family residences, a body shop, a beauty salon, multi-family residential uses and Iglesia Metodista. West of the site are single family dwellings, E & J Garage, manufactured homes and multi-family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies Meadow Avenue as a Major Collector.

Letters sent to surrounding property owners: 44 In Favor: 0 Opposed: 0

STAFF COMMENTS
The Laredo Land Development Code (Section 24.63: Permitted Uses) permits Auto Impound yards in zones B-4, M-1, M-2 and MXD. This property is currently zoned B-1.

Section 24.94.5(A)(3): Conditional Use Permit Application Submittal Criteria state that, "Applications for properties currently zoned B-1, B-1R, CBD, B-3 or B-4, may only seek conditional use status for those uses permitted by zones B-1R, CBD, B-3, B-4 or M-1of higher intensity."

Staff does not support the proposed Conditional Use Permit for the following reasons:

1. The proposed use is not compatible with the adjacent established residential neighborhood.
2. The property fronts Meadow Avenue which is already a heavily congested road.
3. The proposed C.U.P. will encroach into the established neighborhood and introduce more intense and incompatible uses.

Staff does not support the Conditional Use Permit at this location but recommends the following provisions be attached if approved:

1. The C.U.P. shall be issued to Jorge A. Vasquez and is nontransferable.
2. The C.U.P. is restricted to an auto impound lot with operating hours from 8:00 a.m. through 5:00 p.m. from Monday through Friday.
3. The C.U.P. is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-1 District.
5. All areas used for storage of vehicles must be fully paved.
6. No storage of inoperable or junk vehicles.
7. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
8. Off-site parking is prohibited.
9. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
10. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
11. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
12. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
13. No dismantling or chopping of vehicles on premises.
14. The sale and consumption of alcohol on premises is prohibited.
16. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
17. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
18. No mechanic, auto body or paint work is permitted on site.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the Conditional Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the proposed Conditional Use Permit.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Ordinance
Zoning Map
Aerial Map
Future Land Use Map
Zoning Overview Map
Pictures
Exhibits and Survey

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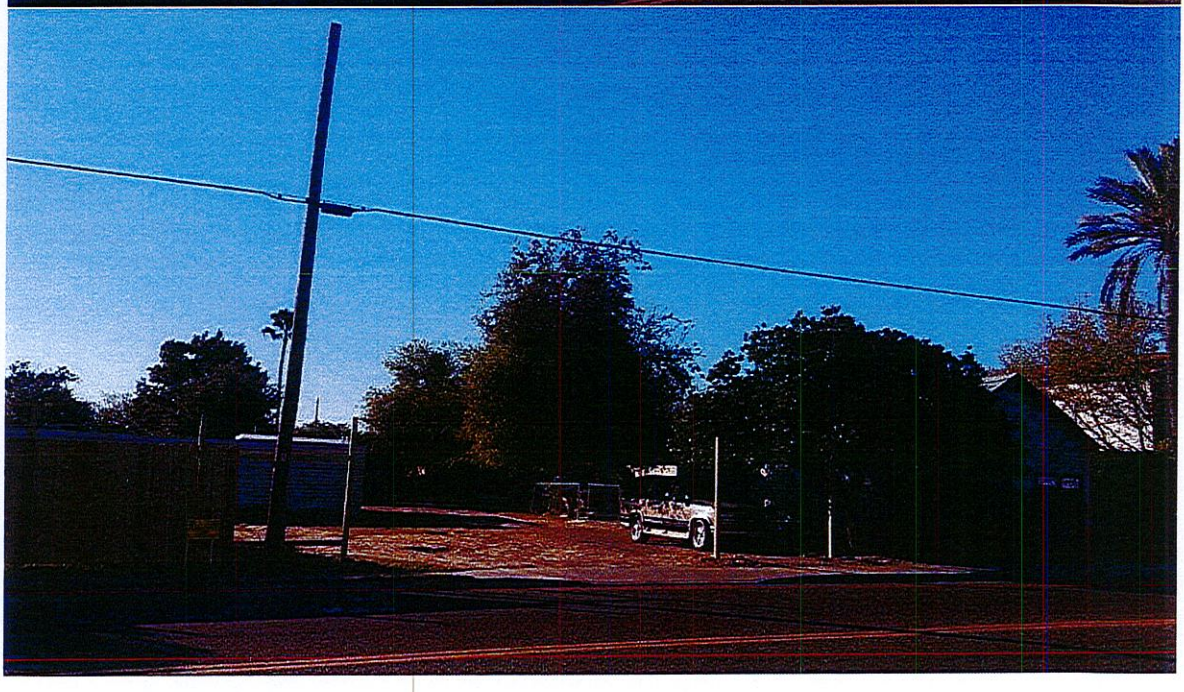
306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016



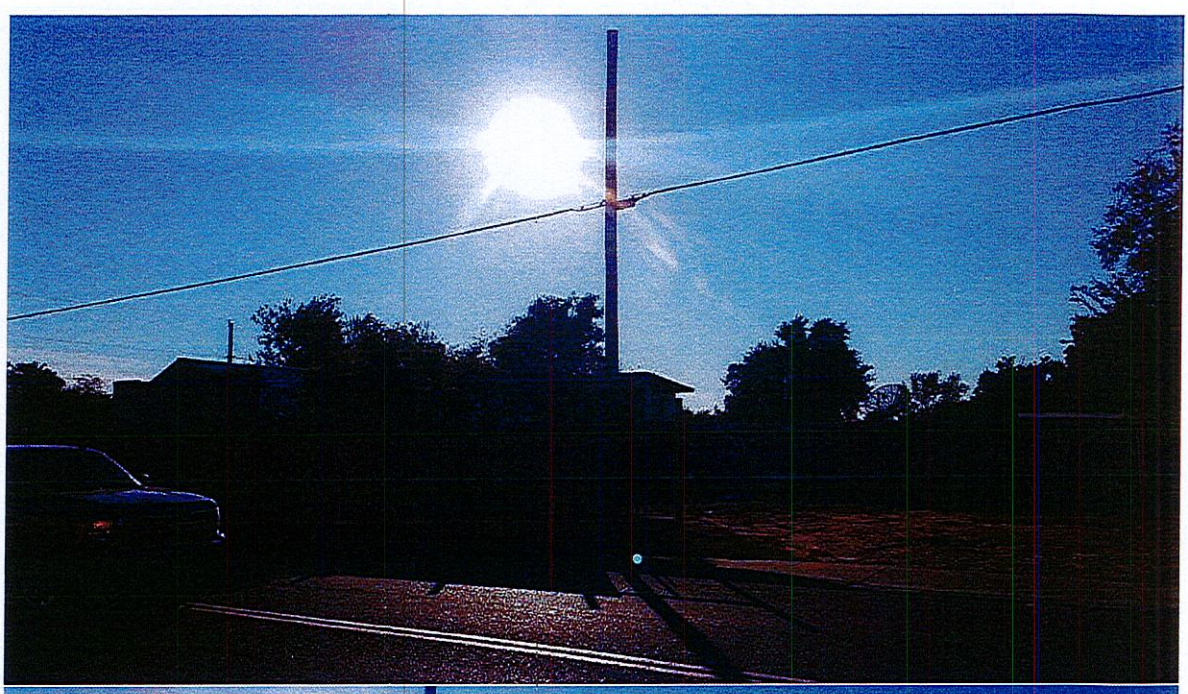


306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016



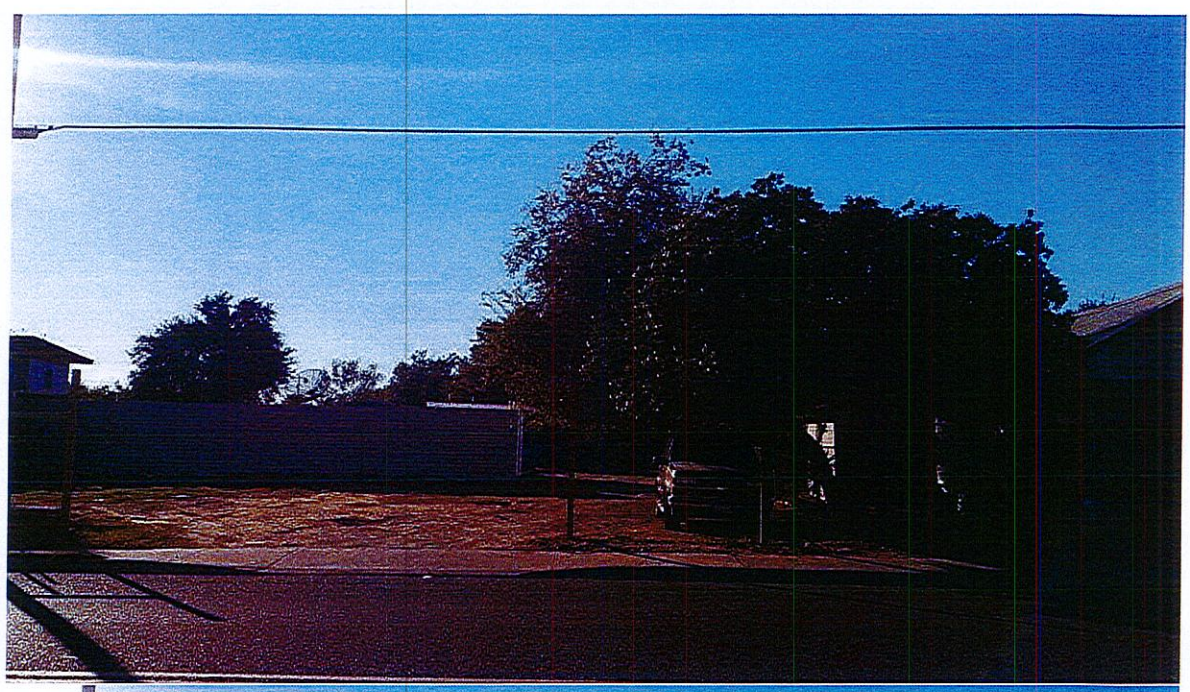


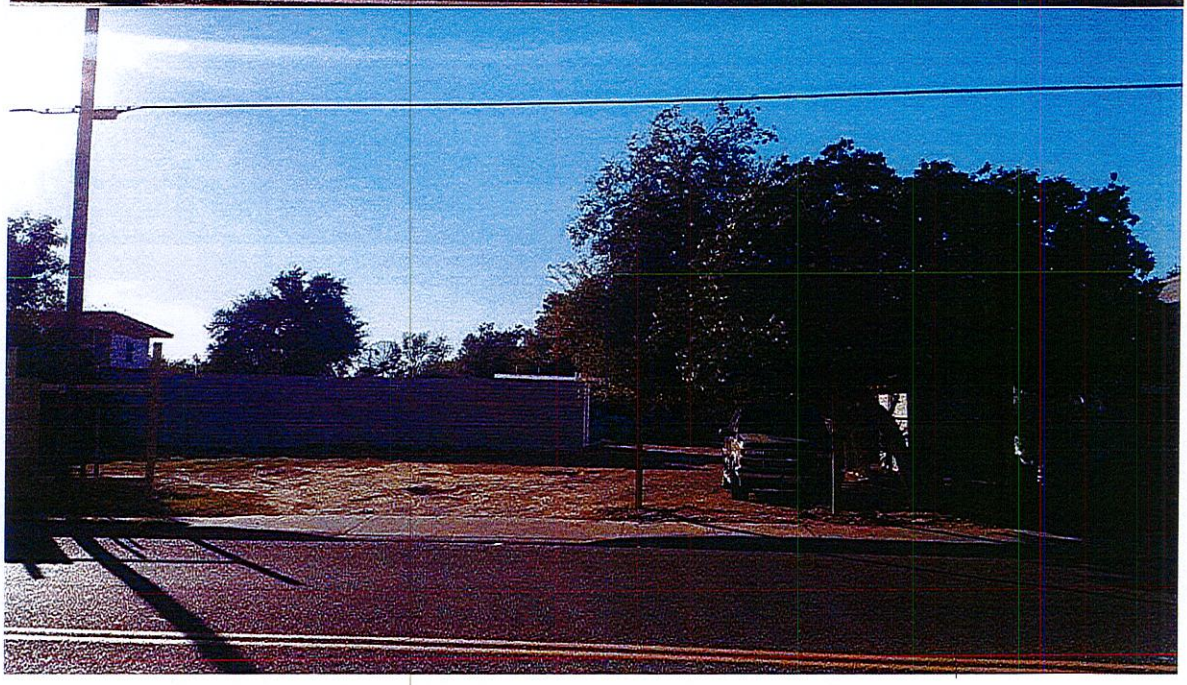
306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016

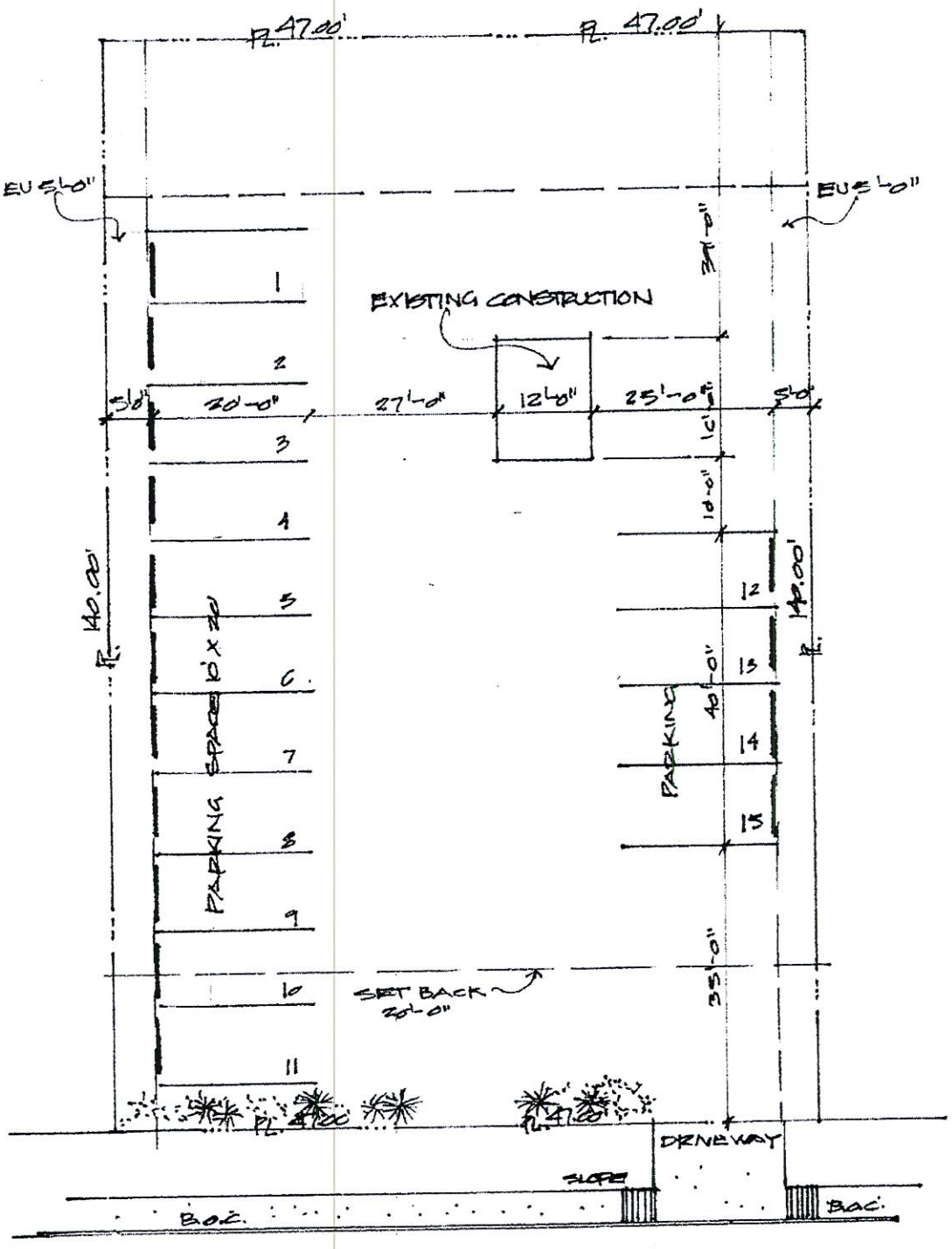




306 and 316 South Meadow Avenue
B-1 (Limited Commercial Business) to Conditional Use Permit (Impound Lot)
ZC-10-2016







SITE PLAN SCALE 1" = 20'-0"

LOT # 3 & 4 BLOCK # 807 E.D.

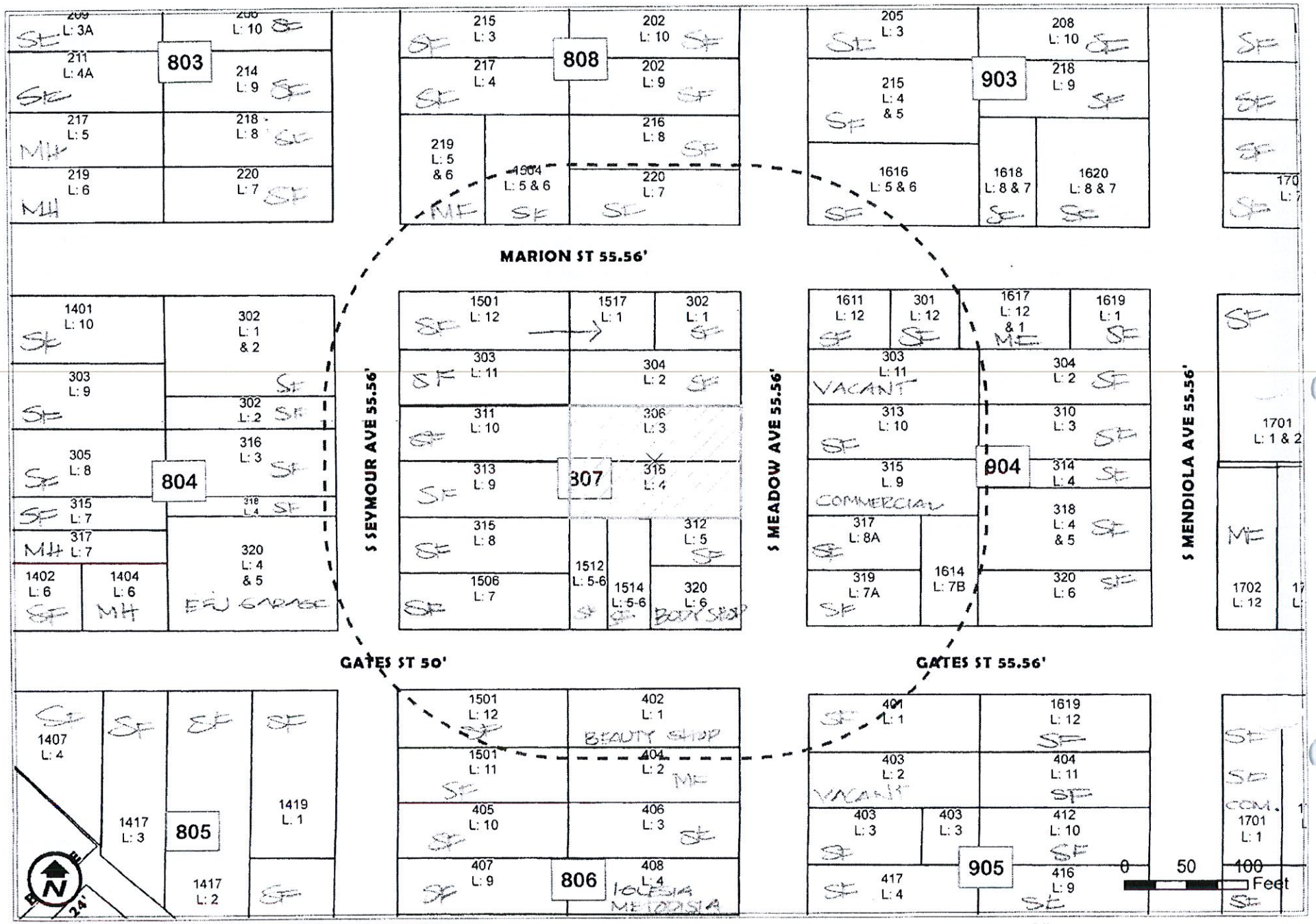
306 S. MEADOW AVE. LAREDO, TEXAS

Exhibit A

OWNER:
PROJECT:
SITE PLAN #2 PARKING.

I petitioner Jorge Vasquez am requesting a conditional use permit approval to allow an impound vehicle lot to operate. Currently the vacant lot is located at 306 and 316 South Meadow Laredo Texas 78043. They are two vacant lots adjacent to each other this property is zoned as a B-1, and a C.U.P will allow me to operate. I am seeking approval to allow the possible outdoor storage of approximately ten to fifteen vehicles with a small building to house an office for the business for one employee. Hours of operation would be conducted from Monday thru Friday from 8:00 am to 5:00pm. I am committed to comply with the entire required site planning requirements. These improvements to the property include items such as parking, fencing and lighting compliance. I am in good standing with my neighbors and they have no issues with me operating in this location.

Jorge Vasquez



200' NOTIFICATION
1 inch = 100 feet
Date: 12/3/2015

ZC-10-2016
COUNCIL DISTRICT 3
306/ 316 S MEADOW AVE

APPLICATION FOR
C.U.P. (CONDITIONAL USE PERMIT)
-> IMPOUND LOT

ORDINANCE NO. 2024-O-167

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REVOKING A CONDITIONAL USE PERMIT FOR AN IMPOUND LOT ON LOTS 3 AND 4, BLOCK 807, EASTERN DIVISION, LOCATED AT 306 AND 316 SOUTH MEADOW AVENUE, PURSUANT TO THE CITY OF LAREDO LAND DEVELOPMENT CODE SECTION 24.94.10(A)(1), ENTITLED REVOCATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, City Council requested to revoke a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of revoking the conditional use permit; and,

WHEREAS, notice of the revocation for the conditional use permit was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the revocation for the conditional use permit; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by revoking a conditional use permit for an impound lot on Lots 3 and 4, Block 807, Eastern Division, located at 306 and 316 South Meadow Avenue, pursuant to the City of Laredo Land Development Code Section 24.94.10(a)(1), entitled Revocation.

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Final Readings 19.**

SUBJECT
An Ordinance of the City of Laredo, Texas amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

ZC-050-2024
District IV

Council District: District 4 **Zone Case:** ZC-050-2024

Letters sent to property owners: 16

In Favor (within 200 radius): 0
Opposed (within 200 radius): 2

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 4 to 1 vote recommended approval of the zone change. However, two (2) commissioners abstained from the vote.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 09/03/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary

Initiated By: J. Cruz Properties, LLC, Owner; Juan J. Cruz, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

024-O-168 Amending the Zoning Ordinance of the City of Laredo by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

ZC-050-2024
District IV

PREVIOUS COUNCIL ACTION

On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr.

Proposed use: The proposed use is 5 attached residential condominiums.

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is O'kane Street, single family residential uses, and multifamily residential uses. To the east of the site is primarily single family residential uses and Tapeyste Avenue. To the south of the site is Clark Boulevard, single family residential uses, and Arbol de Vida Church. To the west of the site is North Mendiola Avenue, single family residential uses, multi-family residential uses, mobile homes, Stripes Convenience Store.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify East O' Kane Street and North Mendiola Avenue.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 16 **In Favor:** 0 **Opposed:** 2

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **4** to **1** vote recommended **approval** of the zone change. However, two (2) commissioners abstained from the vote.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, B-1R, and R-O), which does not allow for R-2 zoning districts.
2. The area within a one block radius is surrounded and abuts predominantly single family residential uses and R-1 zoning districts.
3. The proposed zone change will create an isolated R-2 zoning district.

Staff **does not support** the application.

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.

Is this change contrary to the established land use pattern?
Yes. The area is predominately single-family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone change will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

It may be anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 does not allow for condominiums intended by the applicant.

Attachments

Maps
Zone Change Signage
Final Ordinance

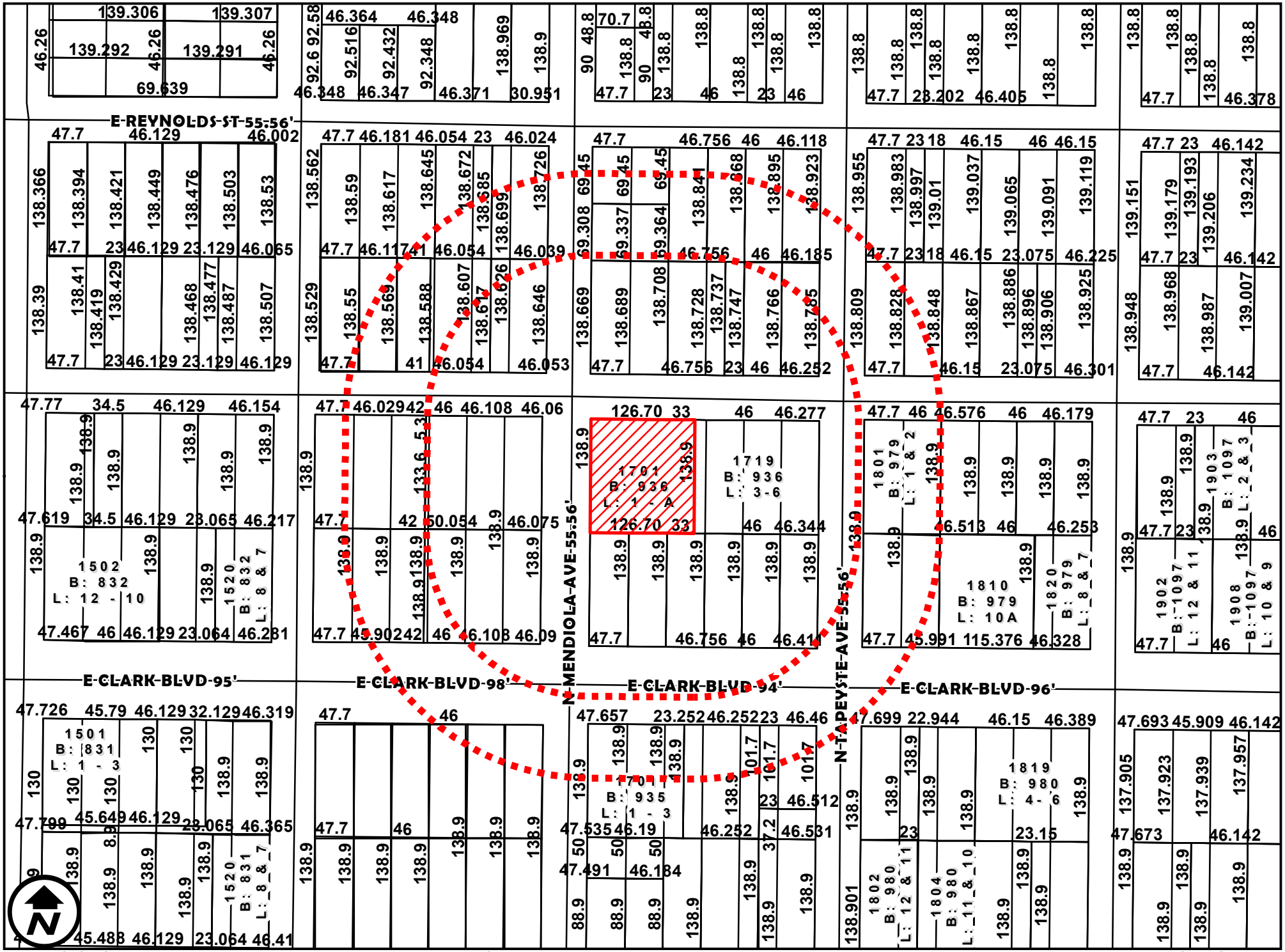


AERIAL MAP

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)

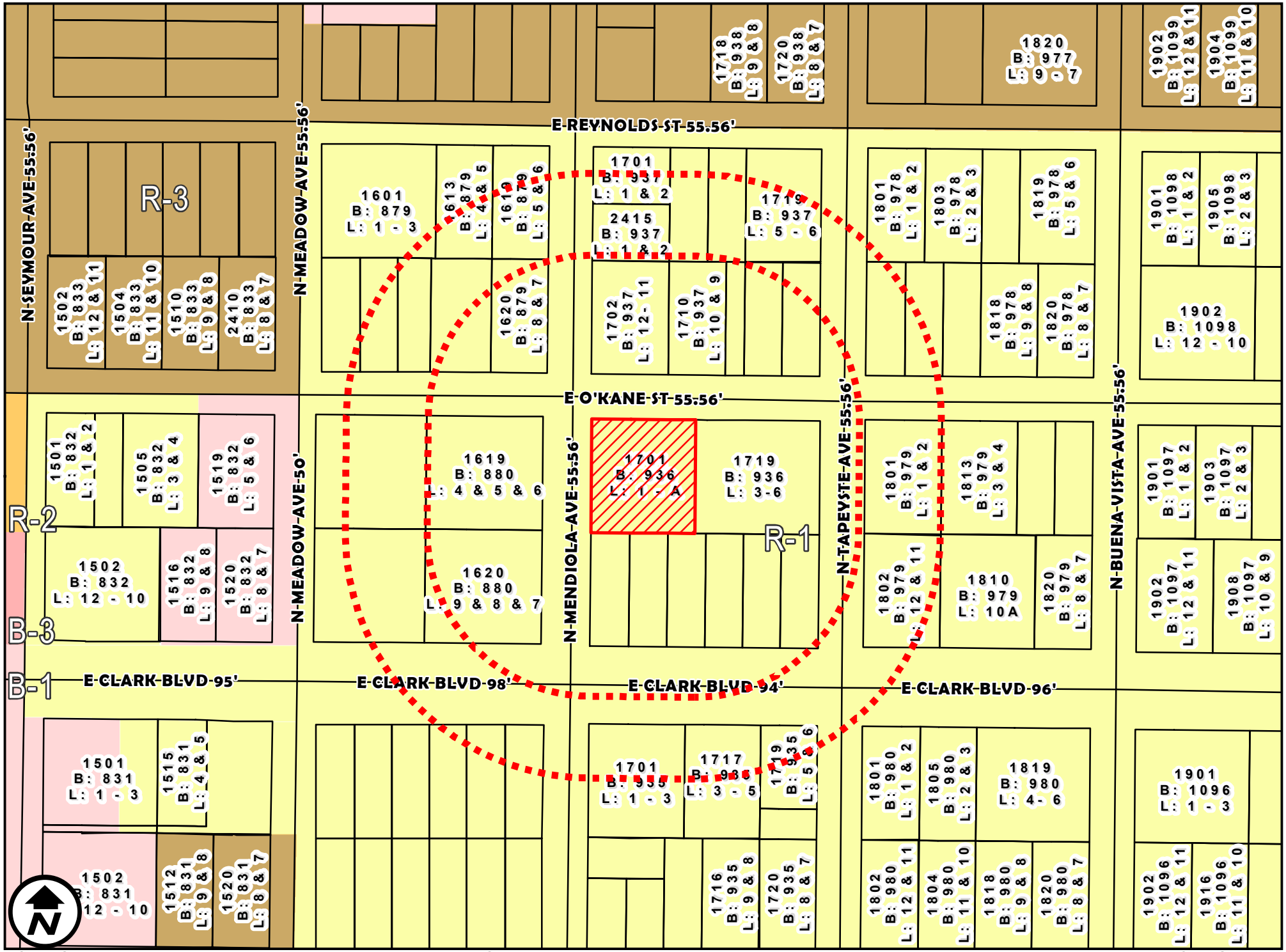


DIMENSIONS MAP

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)

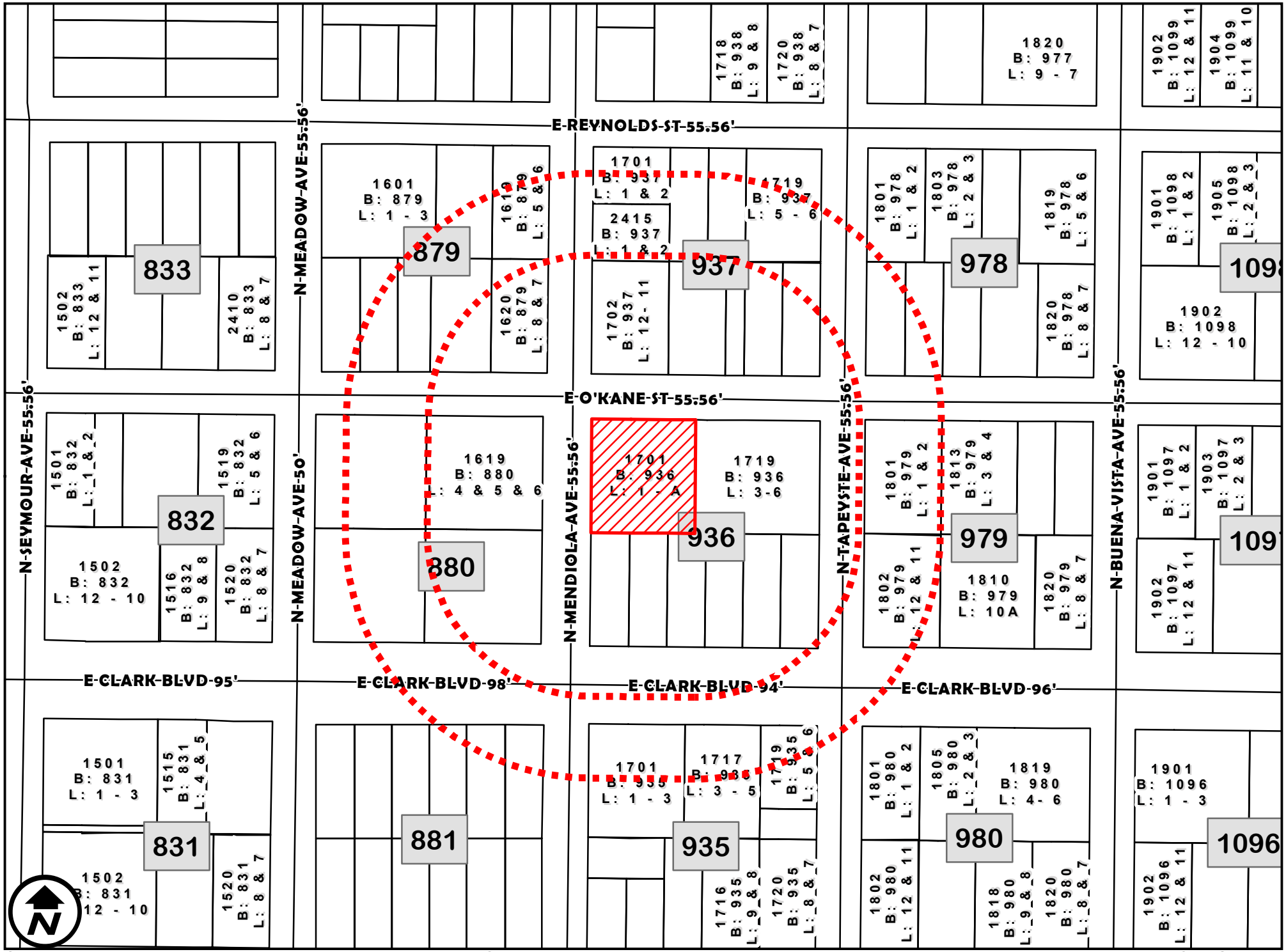


ZONING MAP

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



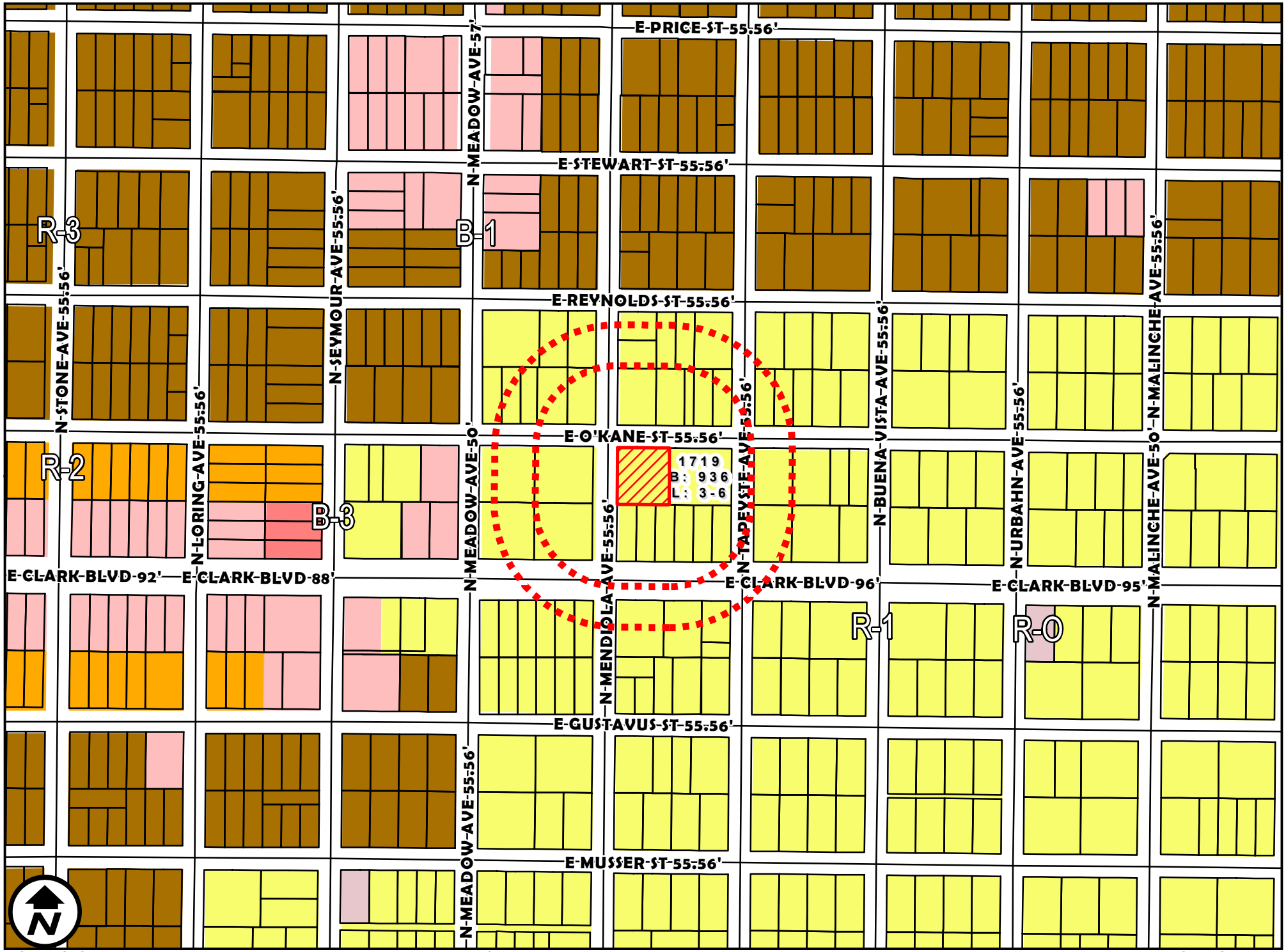
SURVEY MAP

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)

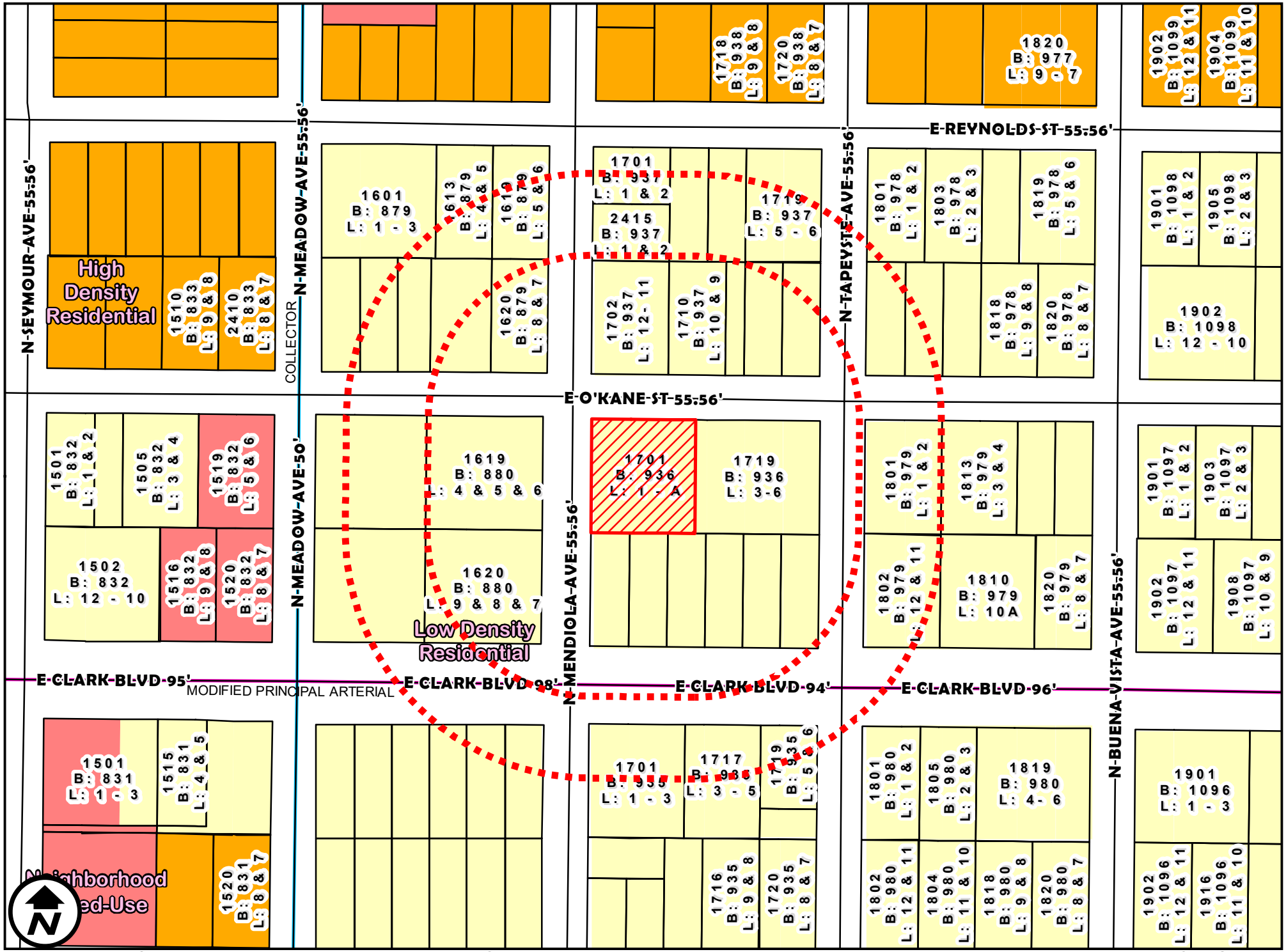


ZONING OVERVIEW

1 inch = 300 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)

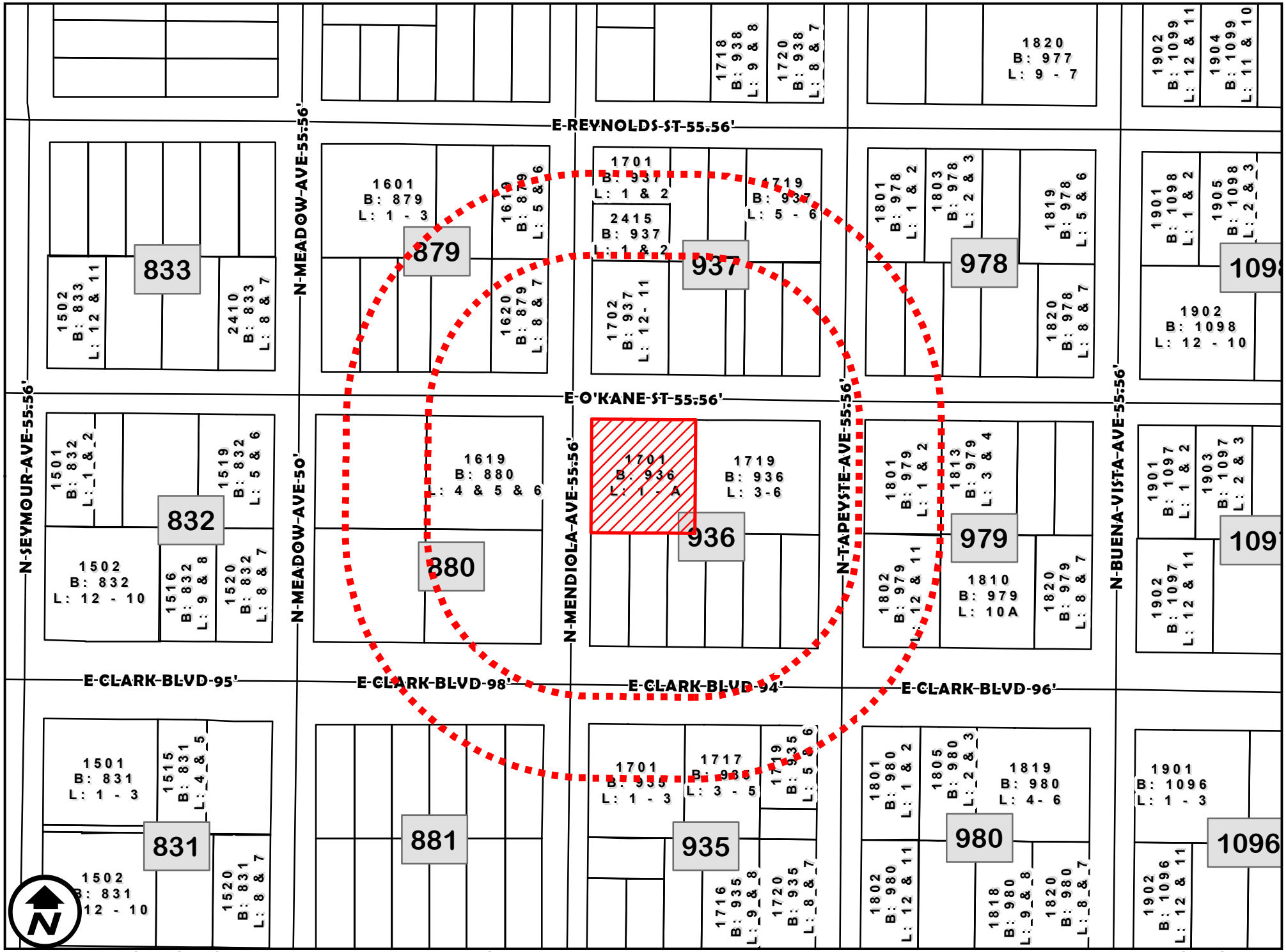


FUTURE LANDUSE

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-050-2024
COUNCIL DISTRICT 4
1701 O' KANE STREET

APPLICATION F

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI FAMILY RESIDENTIAL DISTRICT)


ZC-050-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-168

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1-A, BLOCK 936, EASTERN DIVISION, LOCATED AT 1701 EAST O' KANE STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI - FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning Lot 1-A, Block 936, Eastern Division, located at 1701 East O' Kane Street, from R-1 (Single Family Residential District) to R-2 (Multi - Family Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Final Readings 20.**

SUBJECT
An Ordinance of the City of Laredo, amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

ZC-055-2024
District IV

Council District: District 4 **Zone Case:** ZC-055-2024

Letters sent to property owners: 23

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the proposed conditional use permit amendment. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council- Regular Meeting

Meeting Date: 9/03/2024

Initiated By: Jose A. Valdez, Jr. Assistant City Manager/City Secretary

Initiated By: Amazing Kids Learning Center, Owner; Edilberto Ramirez, Applicant

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-169 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

ZC-055-2024
District IV

PREVIOUS COUNCIL ACTION

- On November 20, 2006, the City Council made a motion to approve a conditional use permit (Ordinance 2006-O-310) for a child daycare.
- On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr.

Zoning District: R-1 (Single Family Residential District) zoning district

Proposed use: The proposed use is child day care.

Site: The site is currently occupied by a daycare center.

Surrounding land uses: To the north of the site is US Highway 59 and the Casablanca Ballroom. To the east of the site is East Fiesta Loop and single-family residential uses. To the south of the site is mixed residential uses. To the west of the site is West Fiesta Loop, residential uses, and Garcia's Auto Repair.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low-Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan does identifies US Highway 59 as an Expressway, but does not identify West Fiesta Loop.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 23 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a 7 to 0 vote recommended **approval** of the proposed conditional use permit amendment. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION

A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older sections of the city and is intended to promote development and/or redevelopment of such property, which is consistent with the land use patterns of surrounding property.

Staff **supports** the proposed conditional use permit for the following reasons:

1. There are more intense uses to the west of the site.
   - Approximately one block to the north from the proposed site is Garcia's Auto Repair.
2. The proposed use is not out of character at this location.

If approved, Staff suggests the following conditions:

~~1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.~~

2. ~~The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.~~ *The hours of operation shall be limited to, Monday to Friday, 7:00 A.M. to 7:00 P.M.*
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven-foot opaque fence shall be erected adjacent to the residential uses. *The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.*
7. *All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion therefore.*
8. *Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.*
9. *The establishment shall be kept in a sanitary condition.*
10. *The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
11. *Signage shall be consistent with the City's Sign Ordinance.*
12. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
13. *The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.*
14. *The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
15. *The proposed use shall undergo an annual Fire Inspection.*
16. *All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.*

17. *Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required*

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No. There are more intense uses within the vicinity of the site.

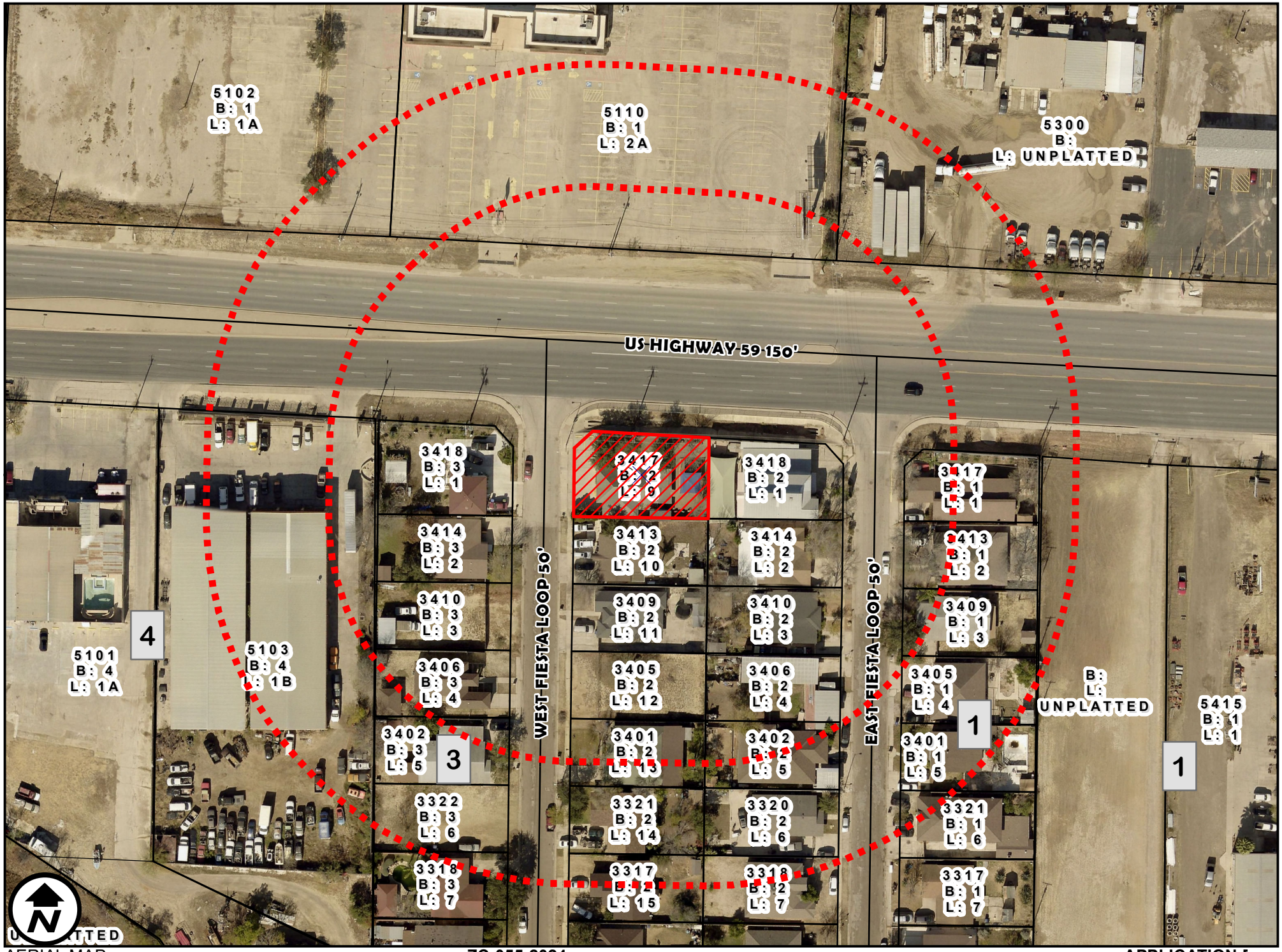
Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

Will change adversely influence living conditions in the neighborhood?
The proposed conditional use permit is not anticipated to negatively impact the surrounding neighborhood and area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a day care as intended by the applicant.

Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Final Ordinance

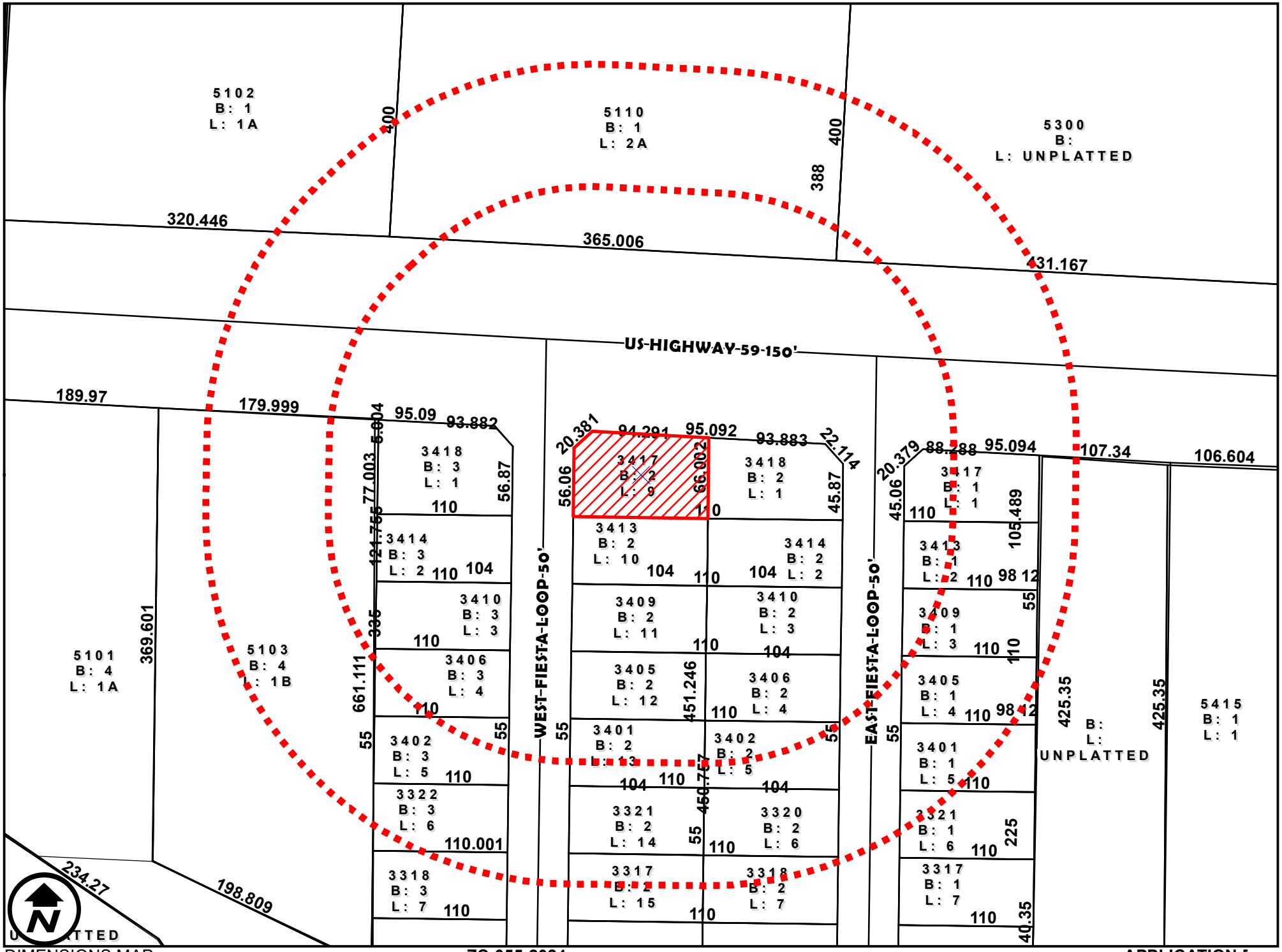


AERIAL MAP

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

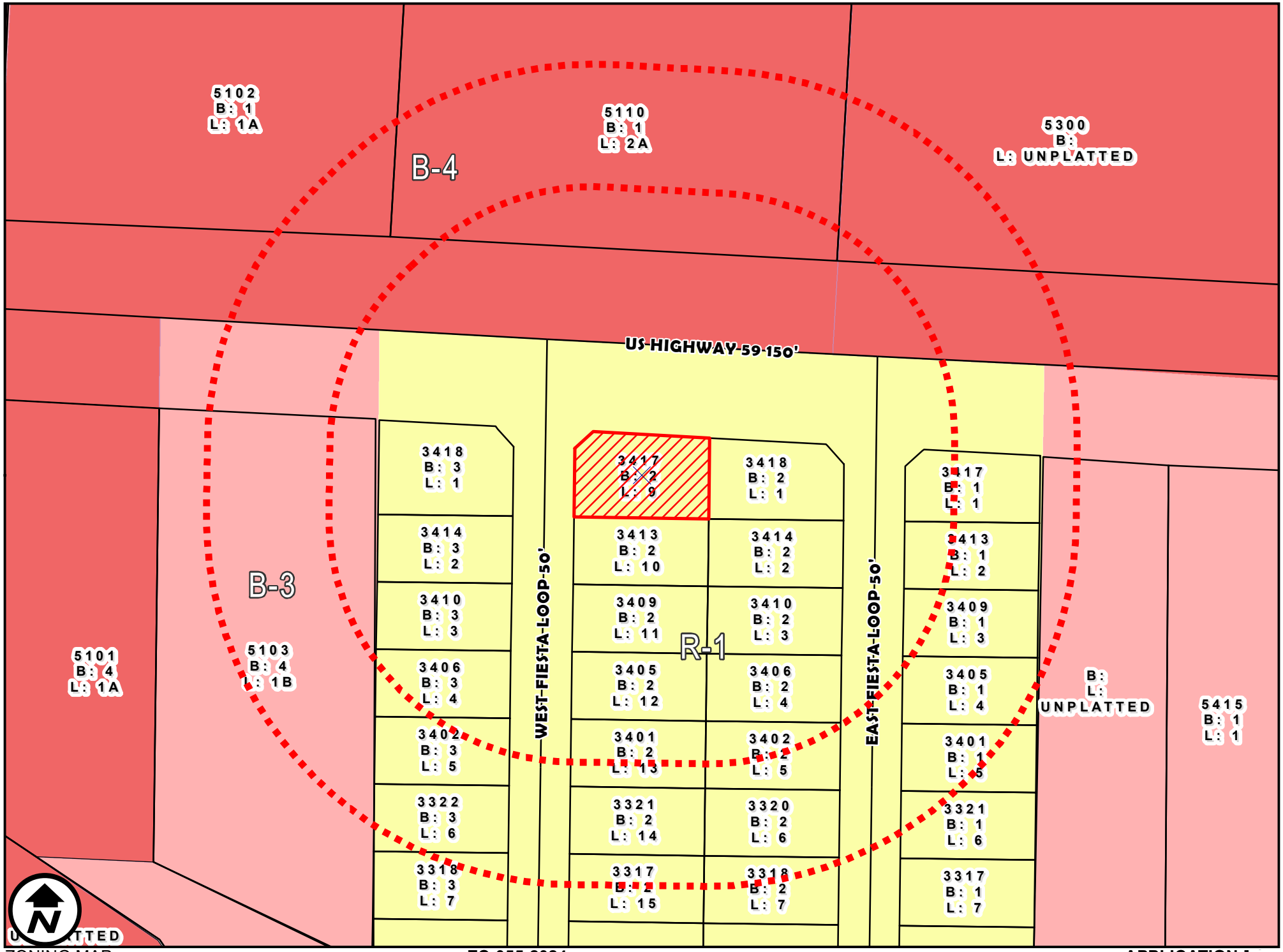


DIMENSIONS MAP

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

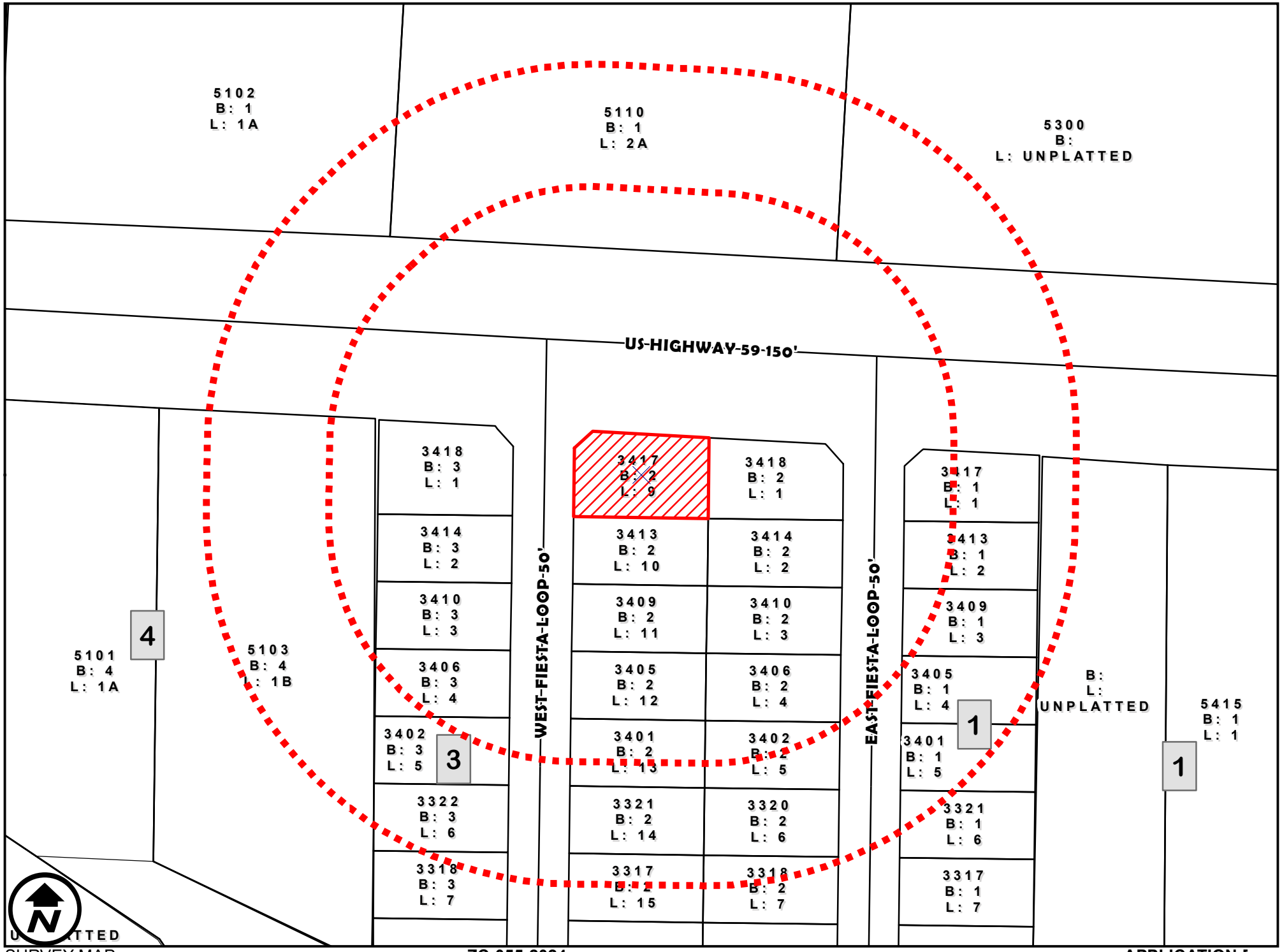


ZONING MAP

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

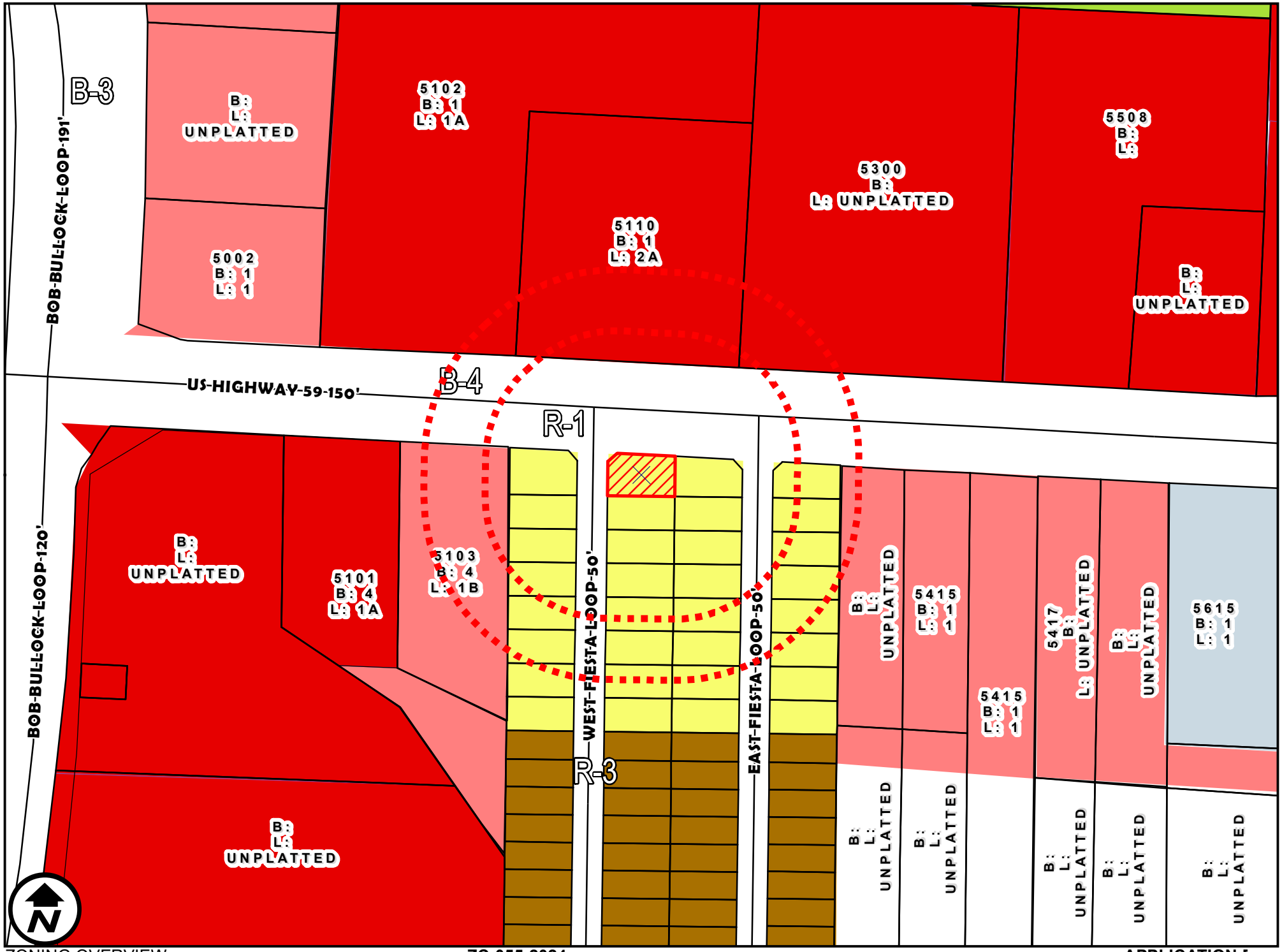


SURVEY MAP

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

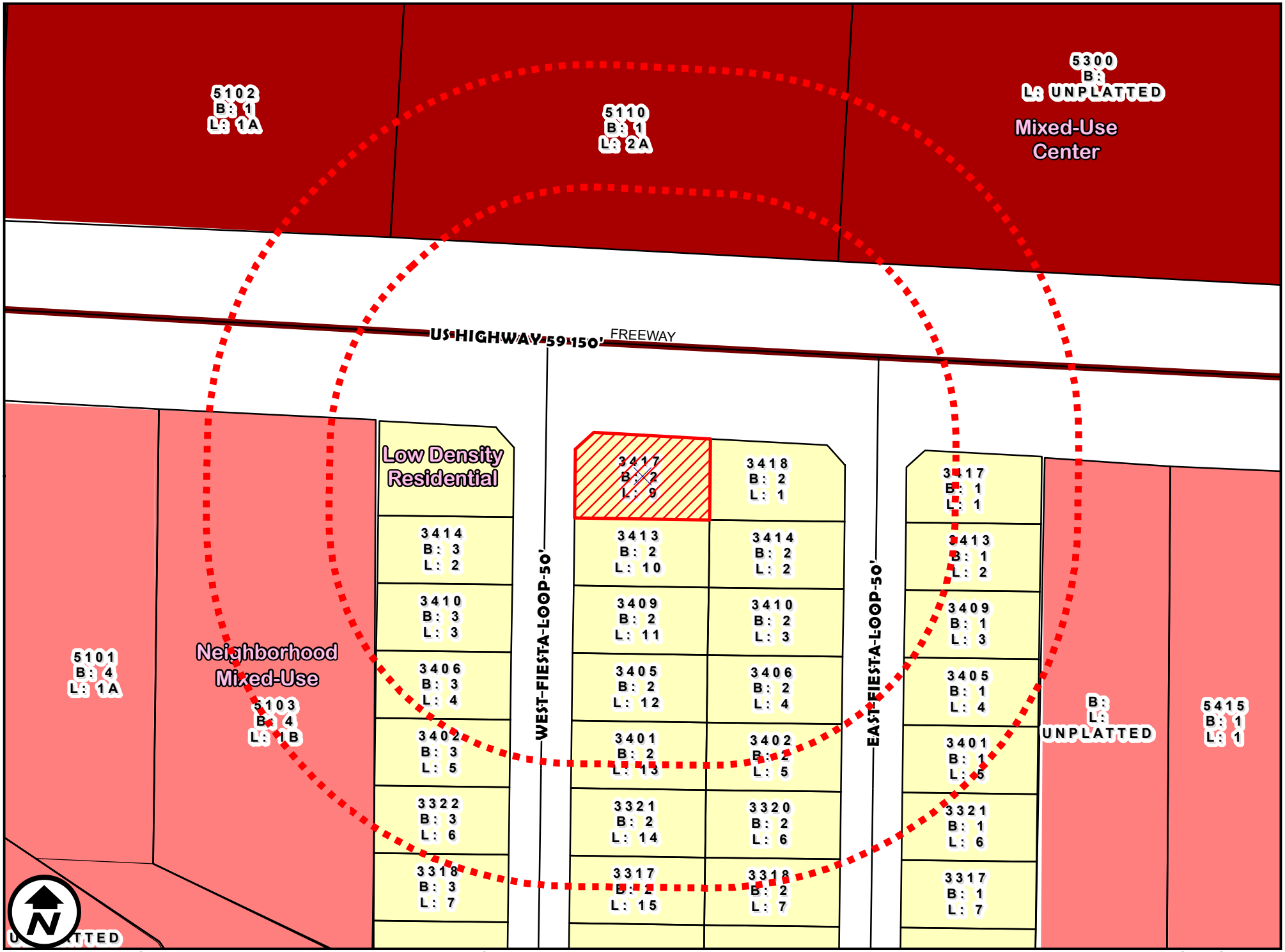


ZONING OVERVIEW

1 inch = 200 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

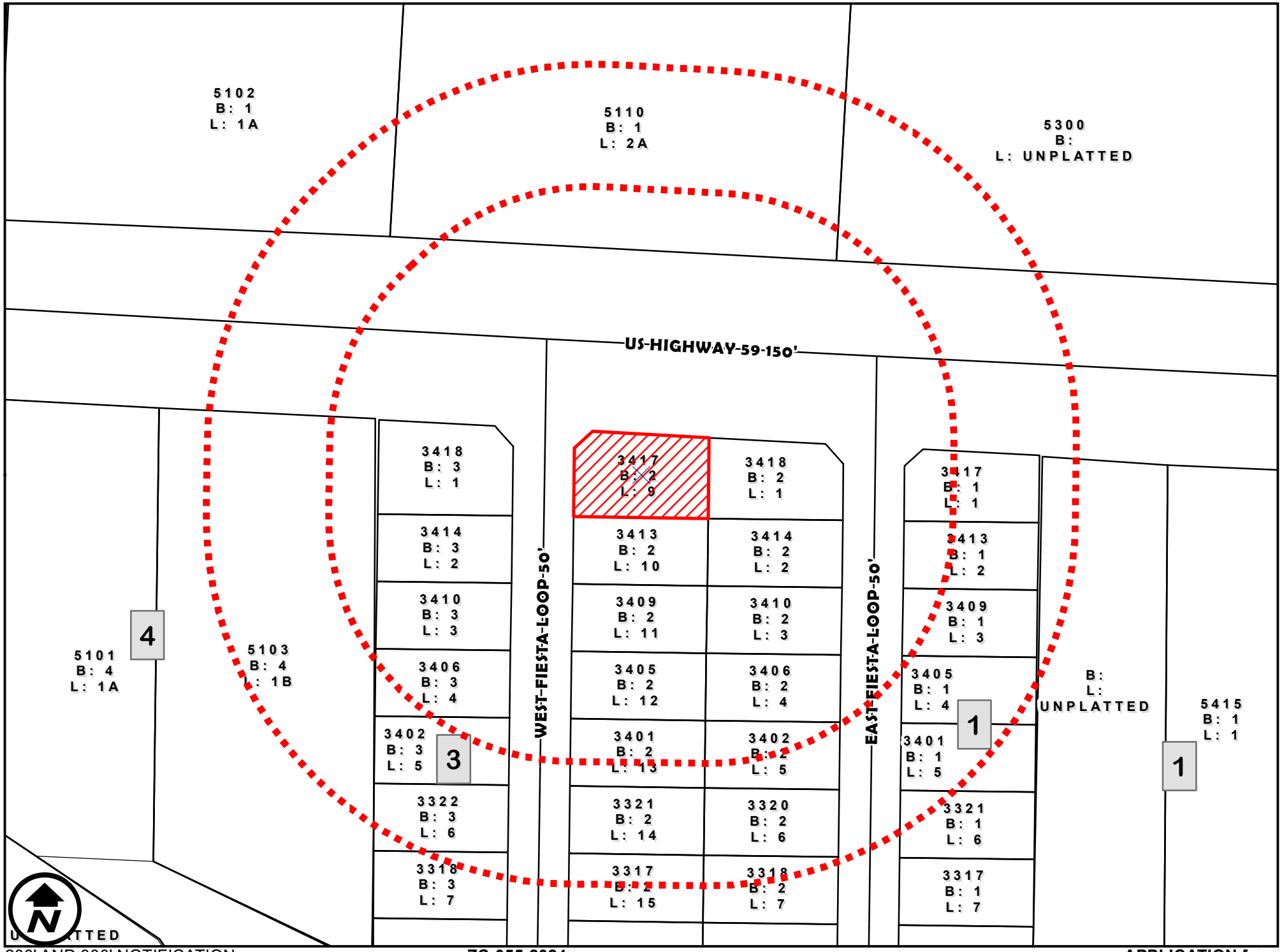


FUTURE LANDUSE

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-055-2024
COUNCIL DISTRICT 4
3417 WEST FIESTA LOOP

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
C.U.P. FOR DAYCARE

AMAZING KIDS LEARNING CENTER

(956) 436-2515

3417 WEST FIESTA LOOP

LAREDO, TEXAS 78043

To whom it may concern

I am writing to request permission to operate a daycare at 3417 West Fiesta Loop, Laredo, Texas 78043. This property has been functioning as a daycare from 2007 until its purchase on May 24, 2024. We plan to continue providing daycare services at this location.

Our proposed hours of operation are Monday to Friday from 7 AM to 7 PM. The daycare will employ five staff members and accommodate 41 children, pending approval of the total occupancy and Texas Child Care Licensing. The previous daycare at this location had 42 children and five teachers.

I respectfully request your authorization to continue offering daycare services, ensuring the well-being and development of the youngest members of our community, who represent the future of our beautiful city.



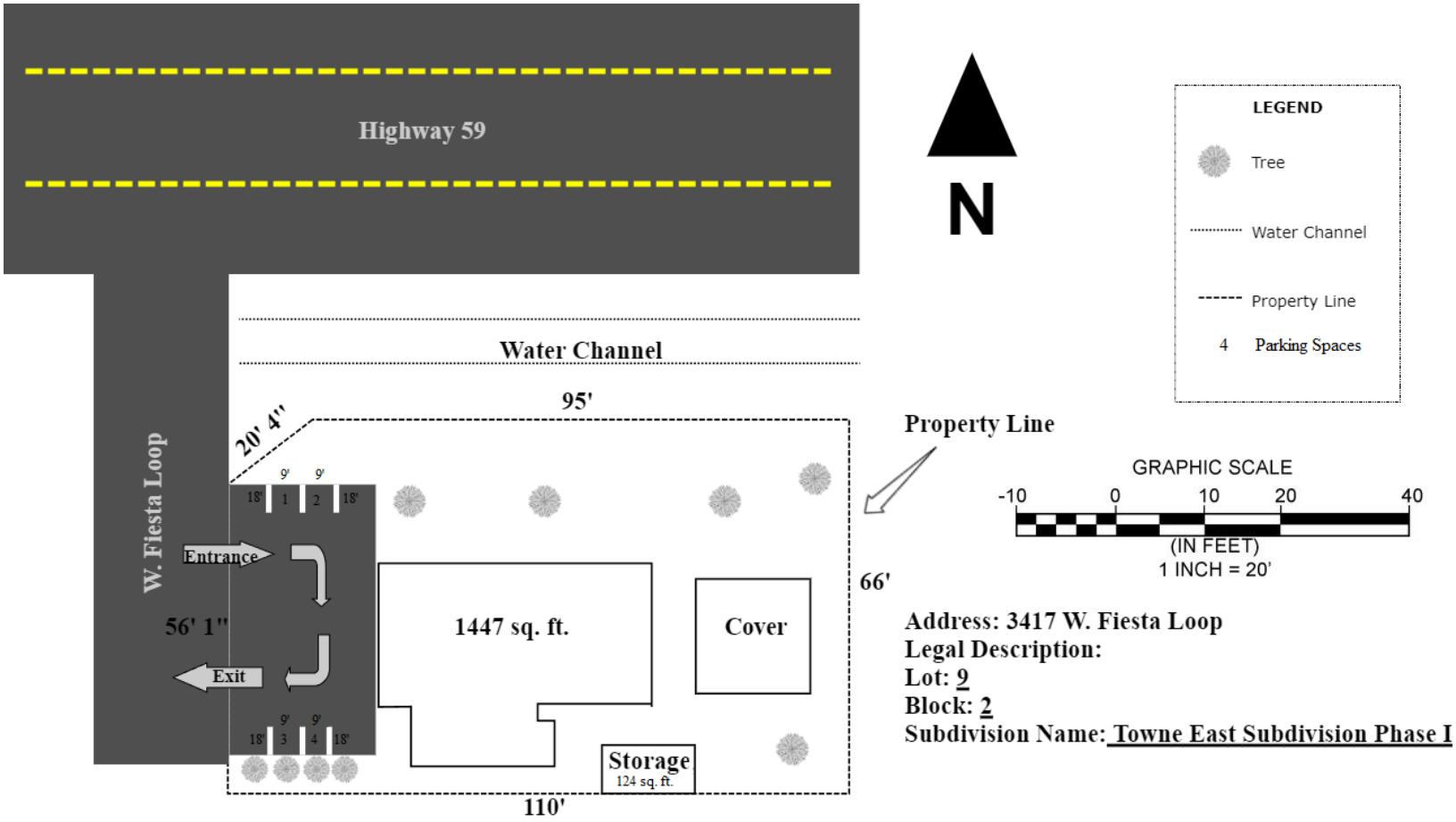
Edilberto Ramirez

06/20/2024

Date:

(956) 640-7581

Exhibit B



Address: 3417 W. Fiesta Loop
Legal Description:
Lot: 9
Block: 2
Subdivision Name: Towne East Subdivision Phase I

ORDINANCE NO. 2006-O-310

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE ON LOT 9, BLOCK 2, TOWN EAST SUBDIVISION PHASE I, LOCATED AT 3417 WEST FIESTA LOOP; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 19, 2006; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Conditional Use Permit; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 20, 2006, on the request and finds the Conditional Use Permit amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Conditional Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Conditional Use Permit may commence; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Conditional Use Permit for child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.
2. The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.

3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven foot opaque fence shall be erected adjacent to the residential uses.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Criteria

Any Conditional Use Permit, authorized by City Council, shall be considered in noncompliance and shall be revoked and removed from the City of Laredo Zoning Map, in the event a court of law finds the use in violation of any of the following conditions:

A. The use established on site does not conform, at any time, with any or all permit condition(s) approved by the City Council and or any local, state, or federal law.
B. The activity authorized by the Conditional Use Permit commences prior to the institution of all conditions imposed by the Conditional Use Permit.
C. Discontinuance of the Council approved conditional use for a period of six (6) consecutive months.
D. The use of which the Conditional Use Permit was authorized does not commence within six months of City Council's final approval date.

2. Procedures

Should City of Laredo Enforcement Official inspection reveal noncompliance with Laredo Land Development Code, Subsection 24.94.10, Conditional Use Permit revocation procedures shall commence as below stipulated:

A. A Zoning Officer shall, upon discovery of conditional use permit noncompliance as per Subsection 24.94.10, issue a written warning, granting a grace period of a minimum of ten (10) working days, within which time the use may be brought into compliance with the current City Council approved Conditional Use Permit for that location.
B. If noncompliance persists after the conclusion of the warning grace period, a Zoning Enforcement Official shall issue a written citation.

C. Should the citation result in a guilty verdict, the City of Laredo shall consider the Conditional Use Permit revoked and proceed with its removal from the City of Laredo Zoning Map.
D. The Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.
E. In the event of discontinuance or failure to commence as stipulated in Subsection 24.94.10.1 D and E of this Ordinance, Zoning Enforcement Staff will issue written notification of same. Ten days after issuance of Zoning Enforcement notification of discontinuance or failure to commence, the Planning Director shall then issue the permit holder written notification of the Conditional Use Permit's official revocation and removal from the City of Laredo Zoning Map.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 4th DAY OF December, 2006.

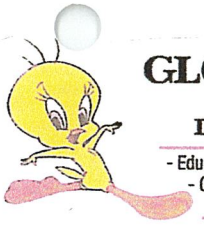
RAUL G. SALINAS
MAYOR

ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
VALERIA ACEVEDO
ACTING CITY ATTORNEY

BY: ANTHONY C. MCGETTRICK
ASSISTANT CITY ATTORNEY



GLORIA'S DAYCARE

"RAISING PROUD KIDS"

Licensed Child-Care Home

- Educational Activities
- CPR-First Aid
- CCMS Accepted
- Certified caregivers
- Nutritional Meals
- Family Environment

Elsa Gloria Cantu

Owner / Director

3201 E. Fiesta Loop
Laredo, Texas. 78043

Ph. & Fax. (956) 725-1316
Cell. (956) 286-1552

September 27, 2006

To Whom It May Concern:

This letter is to inform you about our services in our child-care home. Actually, we are taking care of 12 children in our home starting from 0 months to 13 years old.

As a licensed daycare, we comply with all minimum standard rules. We are providers for the Southwest Human Development Services(Child and Adult Care Food Program), serving hot home-made meals for the children, and for the Child Care Services program. Our schedule is from 7:00am to 6:00pm.

It is my intention, as an owner/director of this child daycare, to open a more spacious and comfortable environment for children in a new location. I am planning to receive approximately 25-30 children and employ at least 3 caregivers.

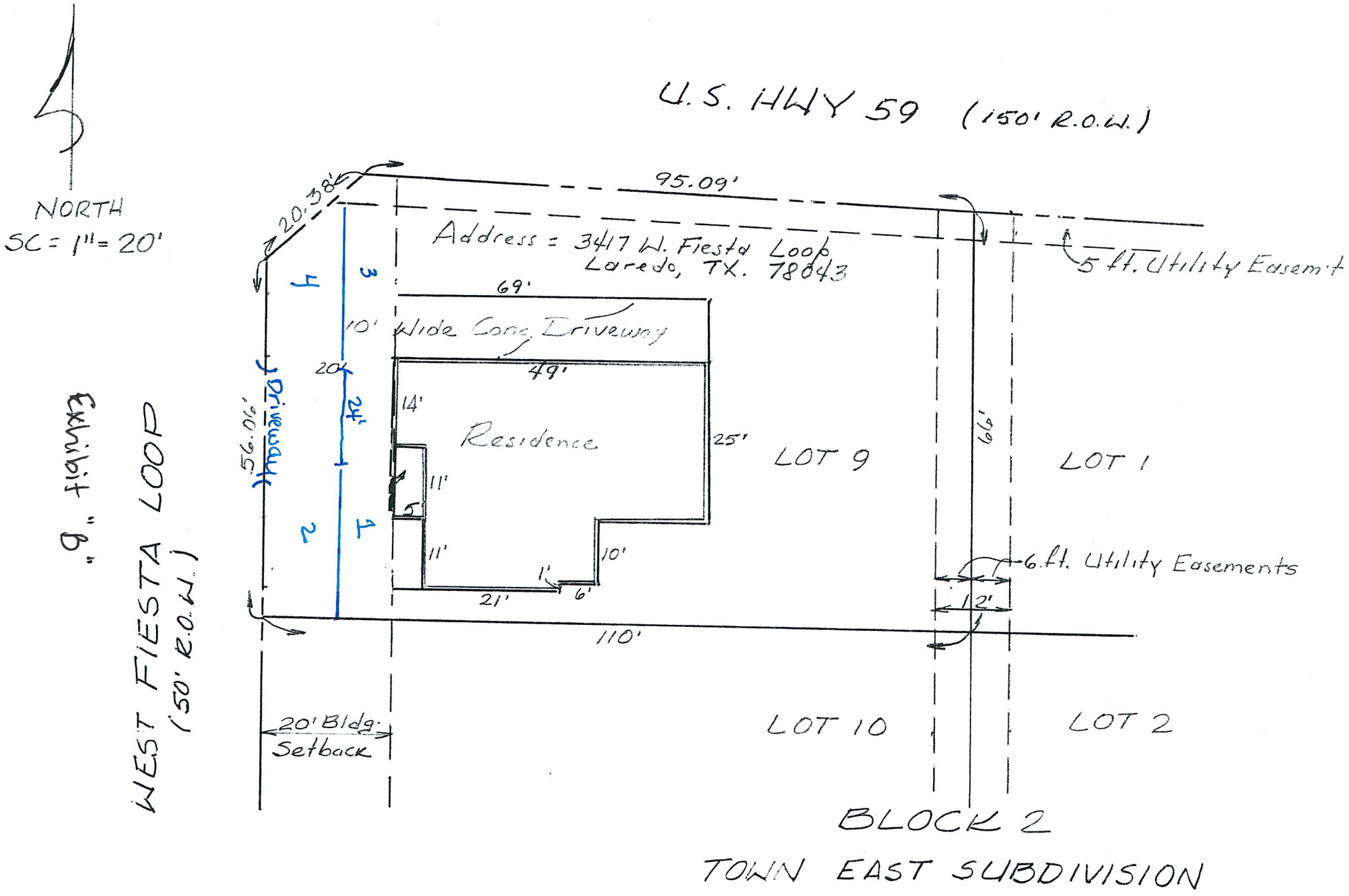
For this reason, I am asking your permission to make a change in this location, 3417 W. Fiesta Loop, to start Gloria's Daycare complying with all City of Laredo requirements.

Sincerely,

Elsa Gloria Cantu

Elsa Gloria Cantu
Owner/Director

Exhibit "A"

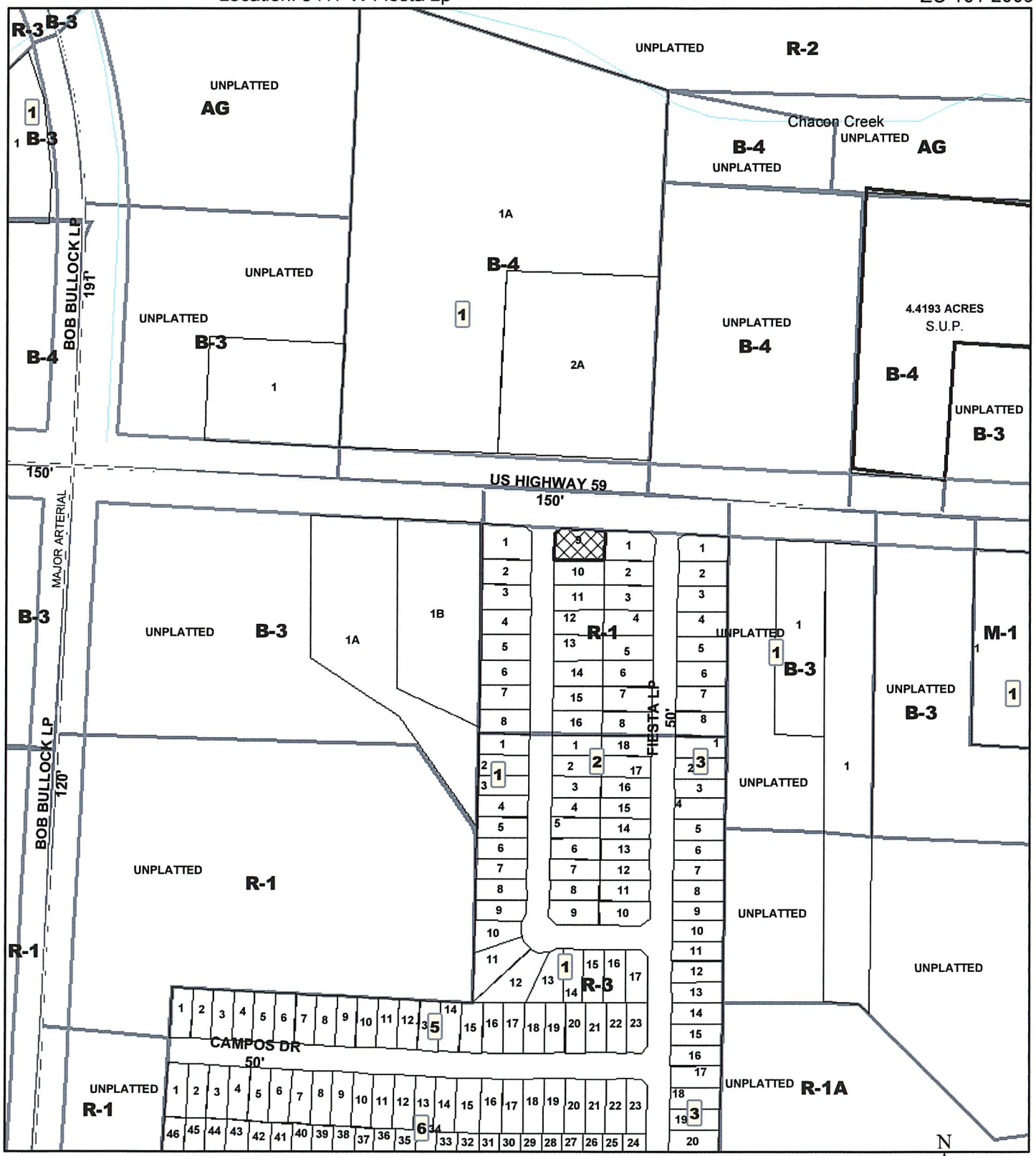

NORTH
SC = 1" = 20'
U.S. HWY 59 (150' R.O.W.)
95.09'
20.38'
Address = 3417 W. Fiesta Loop
Laredo, TX. 78043
5 ft. Utility Easem't
69'
10' Wide Conc. Driveway
49'
14'
Residence
25'
56.06'
Driveway
24'
11'
5
11'
10'
1'
6'
21'
LOT 9
LOT 1
66'
6 ft. Utility Easements
12'
110'
20' Bldg. Setback
LOT 10
LOT 2
BLOCK 2
TOWN EAST SUBDIVISION
WEST FIESTA LOOP
(50' R.O.W.)
Exhibit "B"

Request for C.U.P. (Conditional Use Permit)

City of Laredo
Planning & Zoning

Location: 3417 W Fiesta Lp

ZC-101-2006



ZONE DISTRICTS

- Zone Districts
- Overlays
- PROPOSED REZONE

N
W
E
S

1 inch equals 300 feet





FIESTA UP
ISP

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2006-O-310 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Conditional Use Permit for a child daycare on Lot 9, Block 2, Town East Subdivision Phase I, located at 3417 West Fiesta Loop; providing for publication and effective date. ZC-101-2006
12/04/06	

Initiated by:	Staff source:
Elsa Gloria Cantu	Keith Selman, Planning Director Rafael Garcia, Assistant City Manager

Prior action: This item was introduced by Hector J. Garcia at the City Council Meeting of 11/20/06.

BACKGROUND

Council District: II – Hector J. Garcia

Proposed use: Child daycare

Site: The site is currently a single-family residence.

Surrounding land uses: The surrounding uses to the north include the Casa Blanca Ballroom, Texas Auto Wholesale, Jack in the Box and Shell gas station. To the south are single-family residences, vacant lots and manufactured homes. To the west are single-family residences, vacant lots, Aluminum Lamp & Patio Furniture and Laredo Iron Imports. To the east are single-family residences, Income Tax/Notary and another commercial establishment.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify West Fiesta Loop.

Letters sent to surrounding property owners: 23 In Favor: 1 Opposed: 0

STAFF COMMENTS

Staff supports the issuance of the proposed Conditional Use Permit at this location. A child daycare, requires a B-1 designation, rather than the current R-1 zoning district. While a B-1 designation is unwarranted at this location, conditional use status is appropriate as the proposed use "will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed as allowable in the underlying zoning districts." Staff recommends the following conditions:

1. The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.
2. The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven foot opaque fence shall be erected adjacent to the residential uses.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **7** to **0** vote, recommended **approval** of the conditional use permit.	Staff **supports** the proposed conditional use permit.


3417 W FIESTA LP
TEXAS SCHOOL READ PROGRAM
TEXAS READINESS CERTIFICA
SCHOOL R DY!
READY FOR SCHOOL READY FO
ZC-055-2024
ATTENTION
PROPOSED (Daycare)
CONDITIONAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-169

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2006-O-310, WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR A CHILD DAYCARE ON LOT 9, BLOCK 2, TOWNE EAST SUBDIVISION, PHASE 1, LOCATED AT 3417 WEST FIESTA LOOP, IN ORDER TO REMOVE ELSA GLORIA CANTU AS THE PARTY WHOM THE PERMIT IS ISSUED; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a request has been received to amend the Executed Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Conditional Use Permit Amendment; and,

WHEREAS, notice of the Conditional Use Permit Amendment request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the Conditional Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending Ordinance 2006-O-310, which authorized a conditional use permit for a child daycare on Lot 9, Block 2, Towne East Subdivision, Phase 1, located at 3417 West Fiesta Loop, in order to remove Elsa Gloria Cantu as the party whom the permit is issued.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. ~~The Conditional Use Permit shall be issued to Elsa Gloria Cantu and is nontransferable.~~
2. ~~The Conditional Use Permit is restricted to the letter, Exhibit "A", which is made part hereof for all purposes.~~ *The hours of operation shall be limited to, Monday to Friday, 7:00 A.M. to 7:00 P.M.*
3. The Conditional Use Permit is restricted to the site plan, Exhibit "B", which is made part hereof for all purposes.
4. The site shall comply with all parking requirements of the Laredo Land Development Code.
5. The site shall provide trees and shrubs in compliance with the Laredo Land Development Code.
6. A seven-foot opaque fence shall be erected adjacent to the residential uses. *The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.*
7. *All parking pertaining to the business shall be provided within the property boundaries, including but not limited to customer parking, employee parking, or business vehicle parking or portion therefore.*
8. *Lighting of property shall be directed away from any residential uses and towards the property to avoid adverse impact on adjacent residential neighborhoods.*
9. *The establishment shall be kept in a sanitary condition.*
10. *The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
11. *Signage shall be consistent with the City's Sign Ordinance.*
12. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
13. *The proposed use shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to the CUP business holder.*
14. *The proposed use shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
15. *The proposed use shall undergo an annual Fire Inspection.*
16. *All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.*

17. *Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.*

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein and below:

1. Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Conditional Use Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved conditional use permit include, but shall not be limited to, any of the following:
    1. Violation of any of the conditions of the conditional use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the conditional use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the conditional use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate conditional use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the conditional use permit was issue for, terms or conditions of a conditional use permit;
    5. The conditional use permit was obtained by fraud or with deception.

B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council may revoke the conditional use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the conditional use permit to attach conditions to assure that the terms, conditions and requirements of the conditional use permit be met.

C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the conditional use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Final Readings 21.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

ZC-056-2024
District VII

Council District: District 7 **Zone Case:** ZC-056-2024

Letters sent to property owners: 23

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 6 to 0 vote recommended approval of the proposed special use permit amendment.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council- Regular Meeting

Meeting Date: 09/03/2024

Initiated By: Jose A. Valdez, Jr. Assistant City Manager/City Secretary

Initiated By: Quail Creek Storage, LLC, Owner; Marti Hodapp, Representative

Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-170 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

ZC-056-2024
District VII

PREVIOUS COUNCIL ACTION

- On December 3, 2012, the City Council made a motion to approve a special use permit for mini-storage (Ordinance 2012-O-198).
- On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Zoning District: B-3 (Community Business District) zoning district

Proposed use: The proposed use is mini-storages (Storage Star).

Site: The site is currently occupied by Storage Star (mini storages).

Surrounding land uses: To the north of the site are single-family residential uses, Church's Chicken, Wendy's, Family Dollar, Laredo Preschool, and Rancho Viejo Drive. To the east of the site is McDonald's Restaurant, Burger King Restaurant, Tejano Mart Convenience Store/Gas, Royal Car Wash, FM 1472 (Mines Road). To the south of the site is Quail Creek Road, IBC Bank, vacant undeveloped land, and O'Reilly Auto Parts. To the west of the site is Johnson's Day Care & Learning Center #3, a taquito kiosk (take out restaurant), a drainage easement, single-family residential uses, Kazen Elementary School, Albany Drive, and Quail Creek Apartments.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify Quail Creek Road.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 23 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning and Zoning Commission in a **6** to **0** vote recommended **approval** of the proposed special use permit amendment.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects, such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for those mini-storages/warehouse located in B-1 or B-3 districts. The property is in a B-3 (Community Business District) zoning district

Staff **supports** the proposed conditional use permit for the following reasons:

1. The site meets the minimum distance requirement of 350 feet from a Major Arterial as identified in the Transportation element of the Comprehensive Plan.
   - The distance to the nearest roadway is approximately 570 feet. The nearest roadway is FM 1472, which is identified as an Expressway.
2. The proposed use is appropriate at this location.

If approved, Staff suggests the following conditions:

~~1. The Special Use Permit is issued to Hurd Land Development Company, and is non-transferable.~~
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. ~~Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center~~. *Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.*
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9(b)3. *Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.*
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24.83, "Trees and Shrubs," of the Laredo Land Development Code.
7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses. *Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.*
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted
10. *The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
11. *Signage shall be consistent with the City's Sign Ordinance.*
12. *Off-street parking shall be provided in accordance with the City of Laredo Land*

Development Code.

13. *The business shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
14. *The business shall undergo an annual Fire Inspection.*
15. *All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.*
16. *Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.*

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No. There are other commercial uses within the vicinity, such as the convenience and restaurants

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the zone will not change.

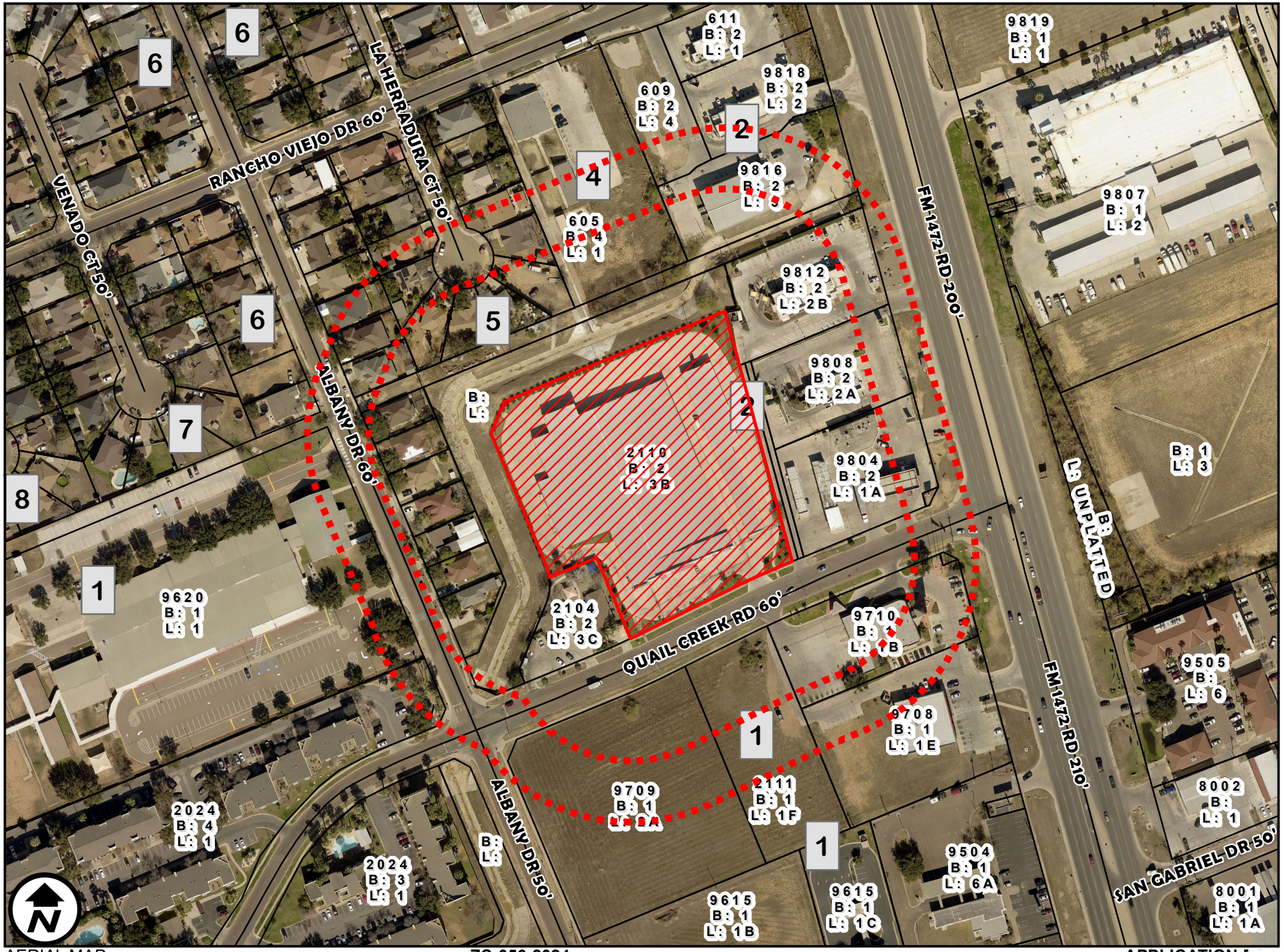
Will change adversely influence living conditions in the neighborhood?
The proposed use is not anticipated to negatively impact the surrounding area or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the underlying zone does not allow mini-storages/warehouse as intended by the applican

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Attachments

Maps
Narrative
Site Plan
Zone Change Signage
Final Ordinance

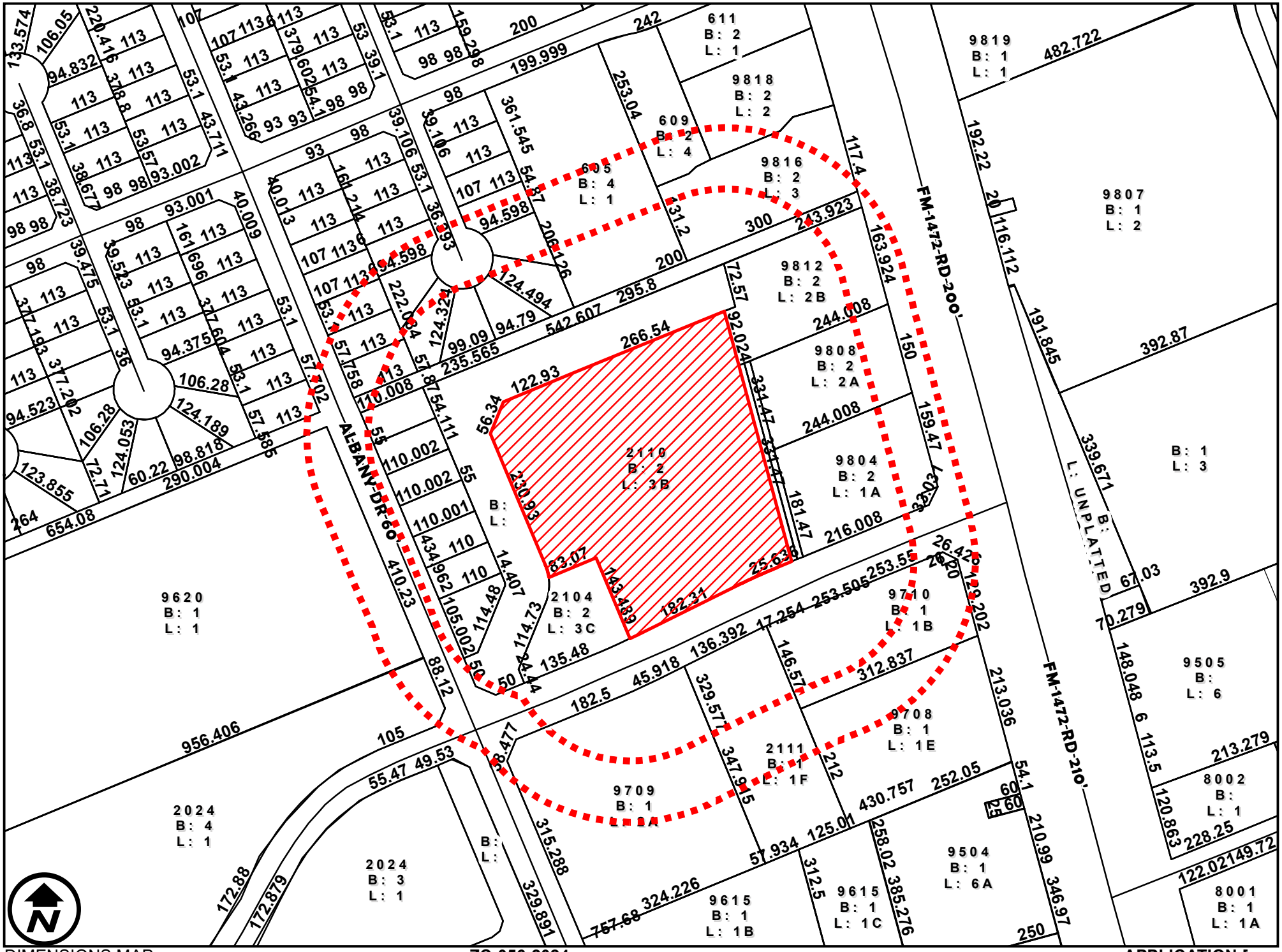


AERIAL MAP

1 inch = 200 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR MINI STORAGES / WAREHOUSE

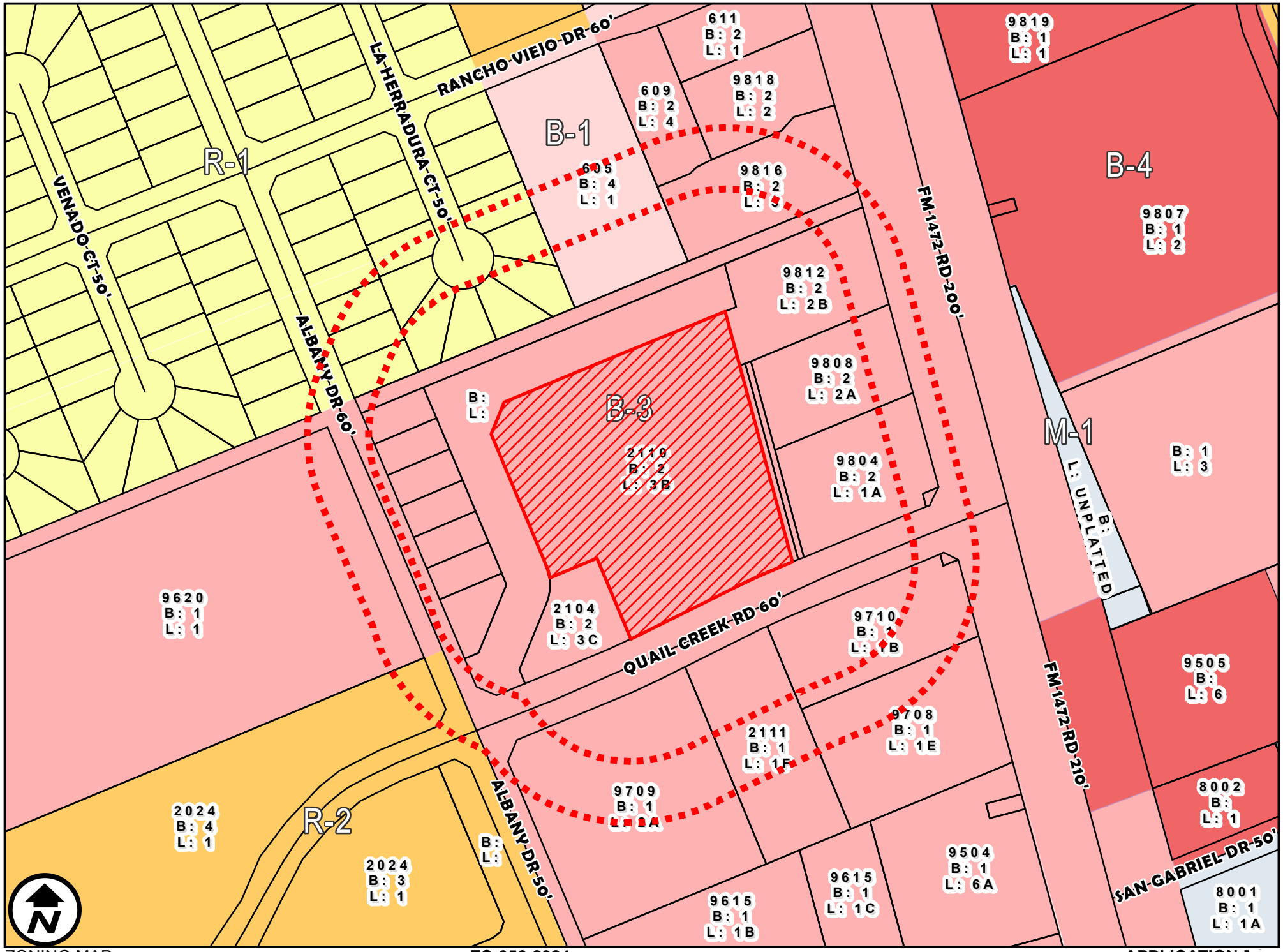


DIMENSIONS MAP

1 inch = 200 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) T
S.U.P. FOR MINI STORAGES / WAREHOUSE

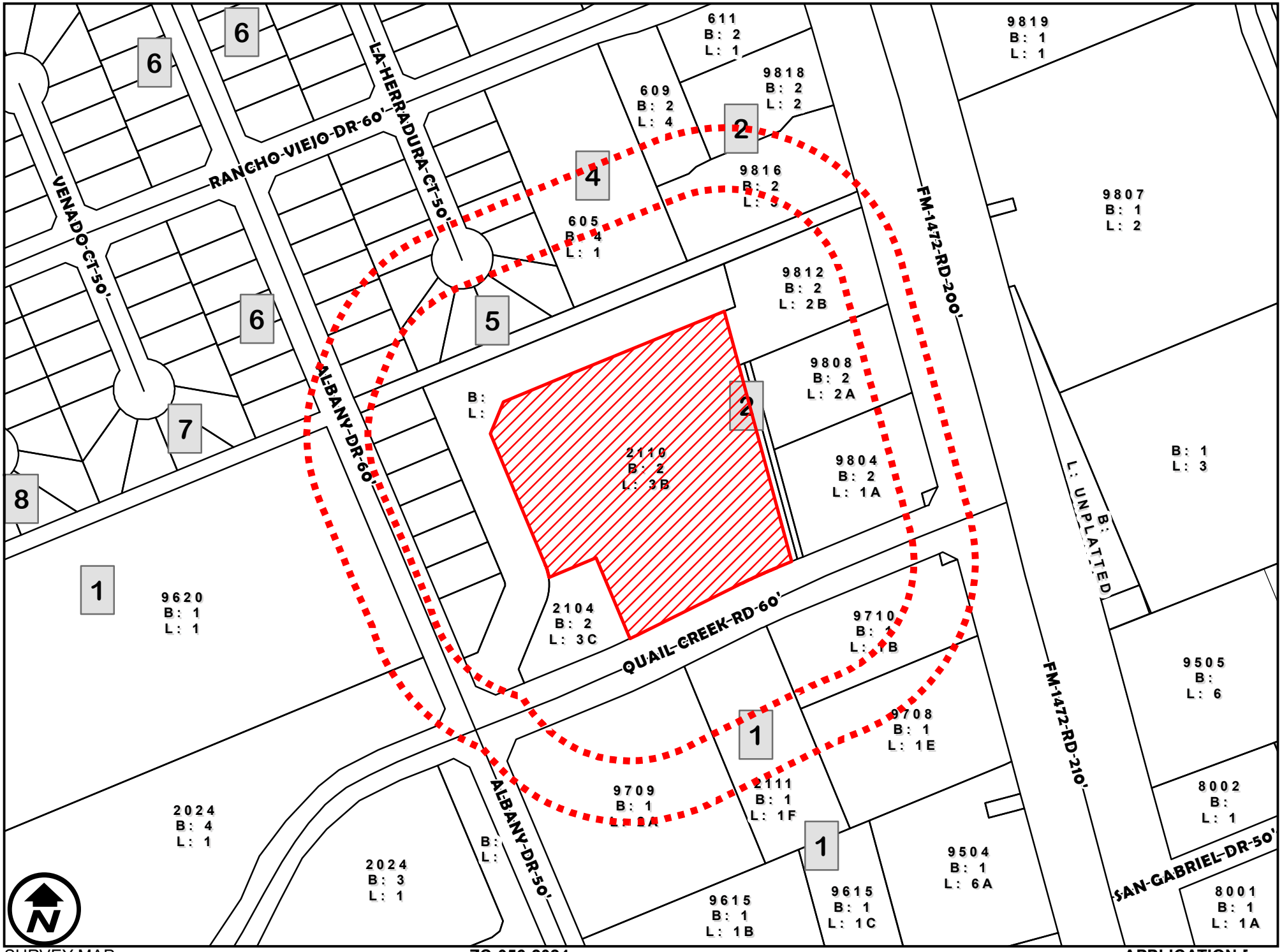


ZONING MAP

1 inch = 200 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR MINI STORAGES / WAREHOUSE

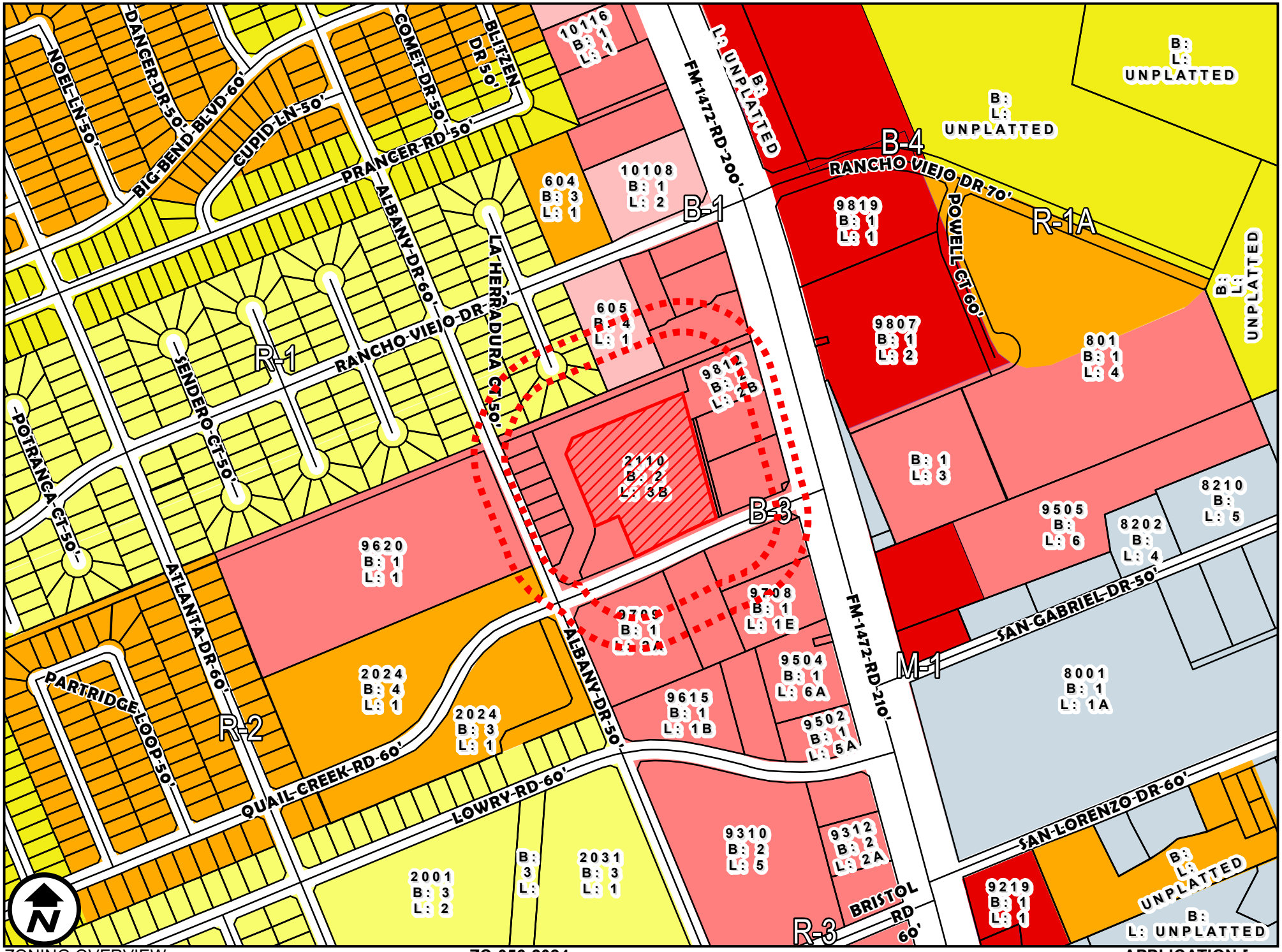


SURVEY MAP

1 inch = 200 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR MINI STORAGES / WAREHOUSE

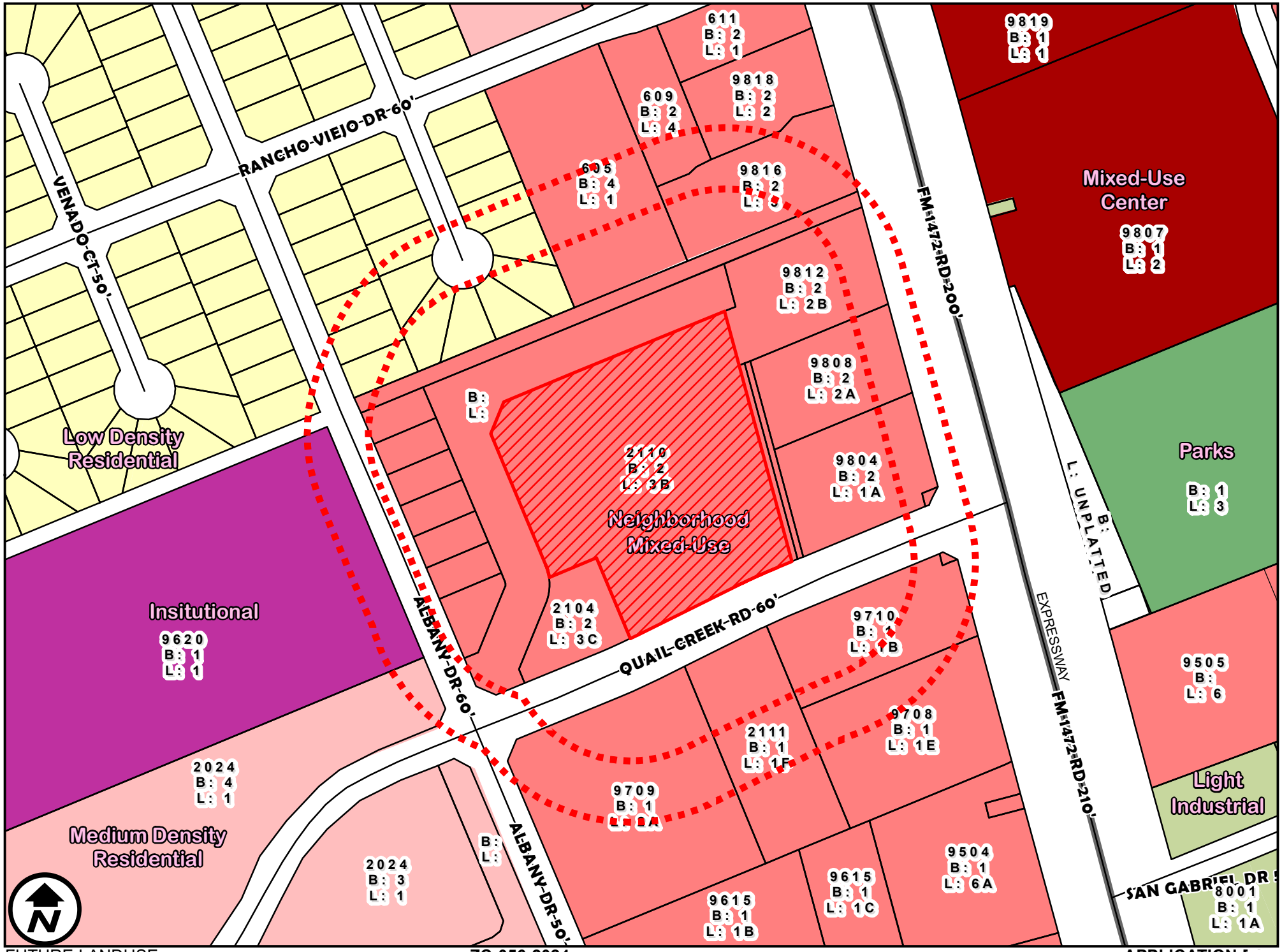


ZONING OVERVIEW

1 inch = 400 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR MINI STORAGES / WAREHOUSE

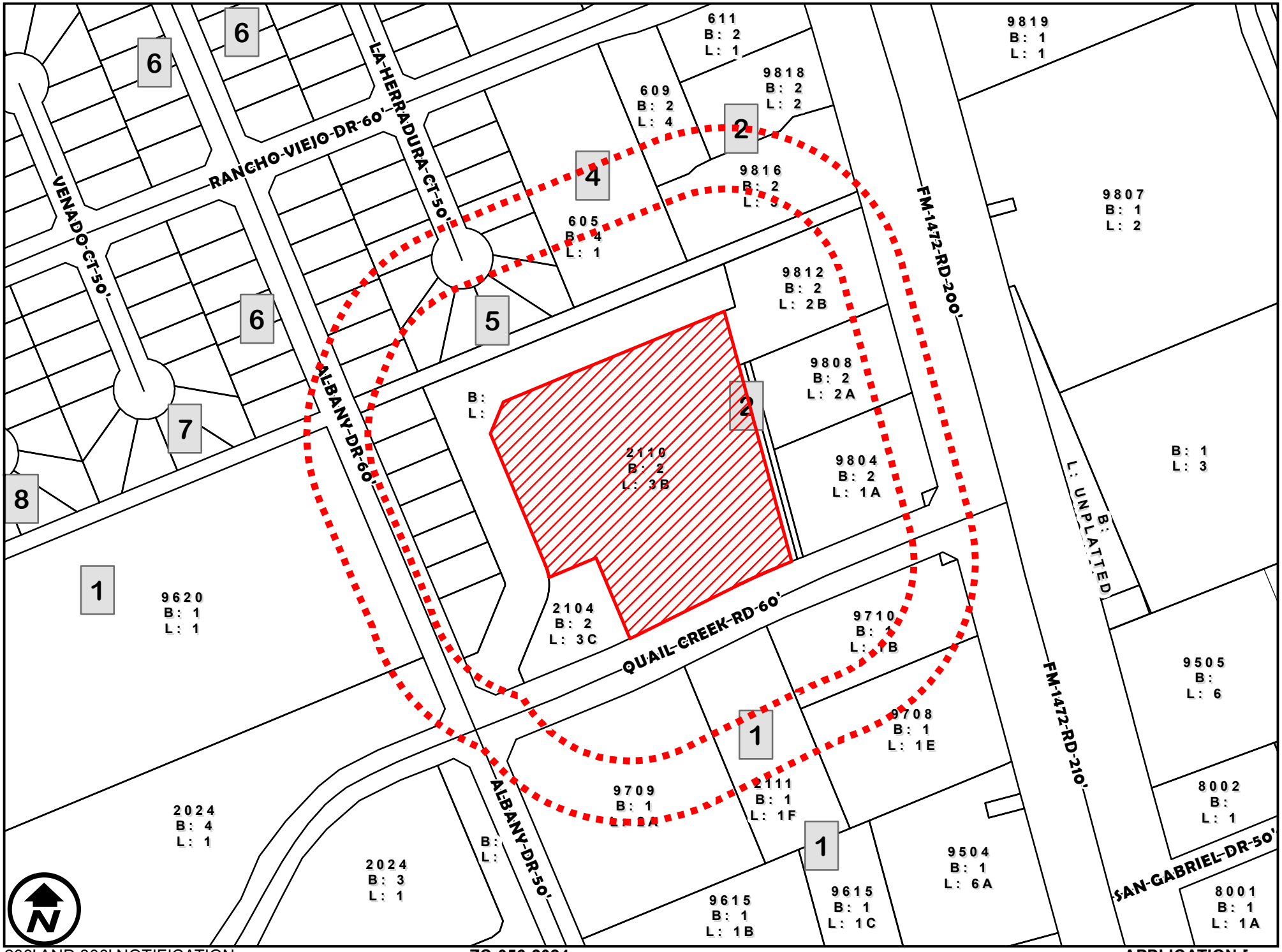


FUTURE LANDUSE

1 inch = 200 feet

ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT)
S.U.P. FOR MINI STORAGES / WAREHOUSE



200' AND 300' NOTIFICATION

1 inch = 200 feet

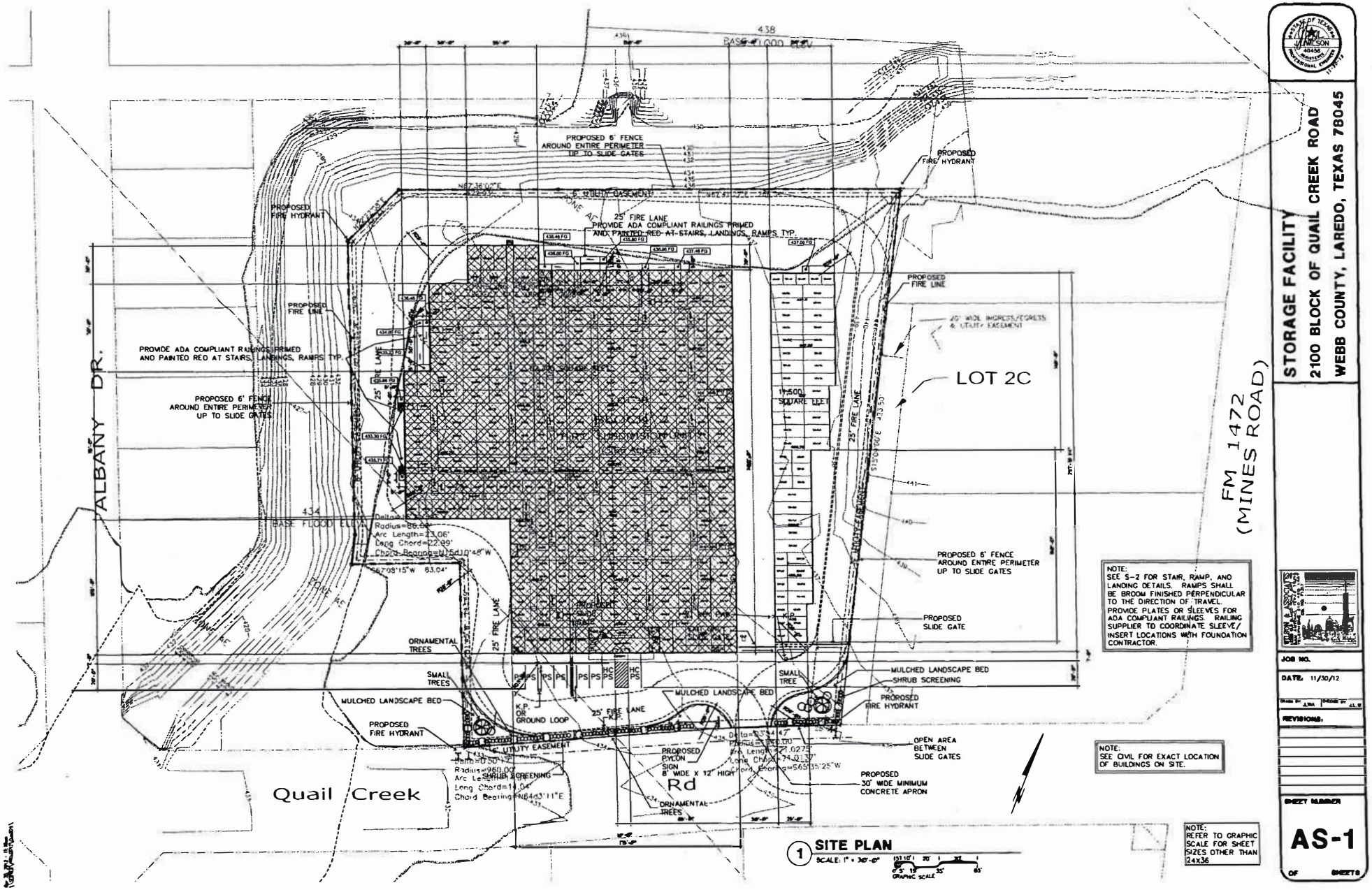
ZC-056-2024
COUNCIL DISTRICT 7
2110 QUAIL CREEK ROAD

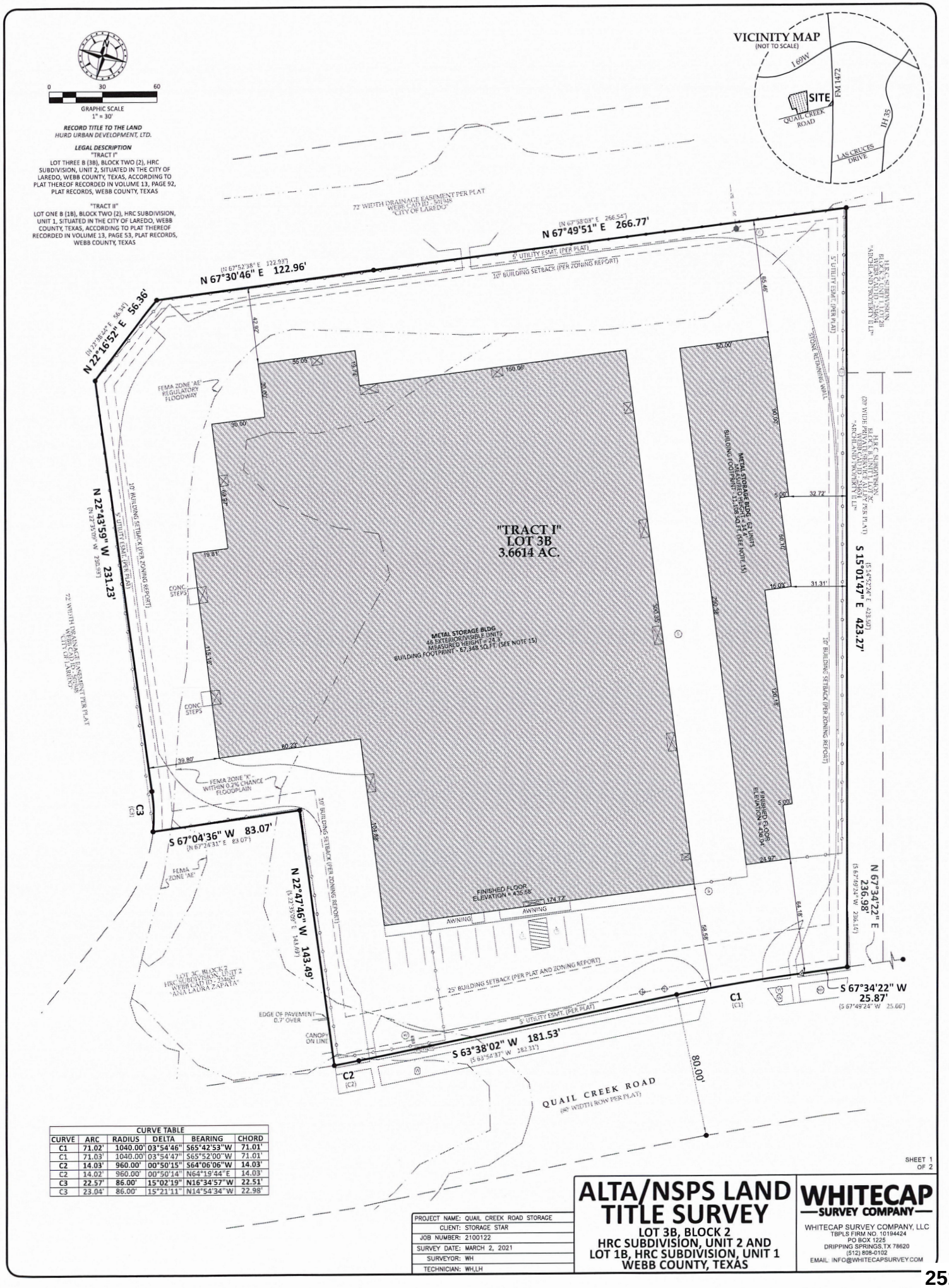
APPLICATION F
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR MINI STORAGES / WAREHOUSE

Narrative

1. Office square footage is 950 ft (Office, restrooms, Maintenance room & break room included).
2. Hours of Operation (Access hours **6am-9 pm**)
3. Office hours M-F 9:30 am-6pm Saturday & Sunday 9 AM- 4 PM (some holiday's closed)
4. 2 Building + 76 Portable units
5. Total unit 521
6. Climate Control unit 281
7. Two Full time Employees
8. Office opens 7 days a week

Exhibit A


STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78045
LOT 2C
11,500 SQUARE FEET
BLOCK 14
FM 1472
(MINES ROAD)
ALBANY DR.
Quail Creek
Rd
PROPOSED 6' FENCE AROUND ENTIRE PERIMETER UP TO SLIDE GATES
PROPOSED FIRE HYDRANT
PROPOSED FIRE LINE
25' FIRE LANE
PROVIDE ADA COMPLIANT RAILINGS PRIMED AND PAINTED RED AT STAIRS, LANDINGS, RAMPS TYP.
PROPOSED SLIDE GATE
ORNAMENTAL TREES
SMALL TREES
MULCHED LANDSCAPE BED
SHRUB SCREENING
OPEN AREA BETWEEN SLIDE GATES
PROPOSED PYLON SIGN 8' WIDE X 12' HIGH
PROPOSED 30' WIDE MINIMUM CONCRETE APRON
NOTE: SEE S-2 FOR STAIR, RAMP, AND LANDING DETAILS. RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. PROVIDE PLATES OR SLEEVES FOR ADA COMPLIANT RAILINGS. RAILING SUPPLIER TO COORDINATE SLEEVE/INSERT LOCATIONS WITH FOUNDATION CONTRACTOR.
NOTE: SEE CIVIL FOR EXACT LOCATION OF BUILDINGS ON SITE.
NOTE: REFER TO GRAPHIC SCALE FOR SHEET SIZES OTHER THAN 24X36
1 SITE PLAN
SCALE: 1" = 30'-0"
JOB NO.
DATE 11/30/12
REVISIONS:
SHEET NUMBER
AS-1
OF SHEETS



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	71.02'	1040.00'	03°54'46"	S65°42'53"W	71.01'
C1	71.03'	1040.00'	03°54'47"	S65°52'00"W	71.01'
C2	14.03'	960.00'	00°50'15"	S64°06'06"W	14.03'
C2	14.02'	960.00'	00°50'14"	N64°19'44"E	14.03'
C3	22.57'	86.00'	15°02'19"	N16°34'57"W	22.51'
C3	23.04'	86.00'	15°21'11"	N14°54'34"W	22.98'

SHEET 1
OF 2

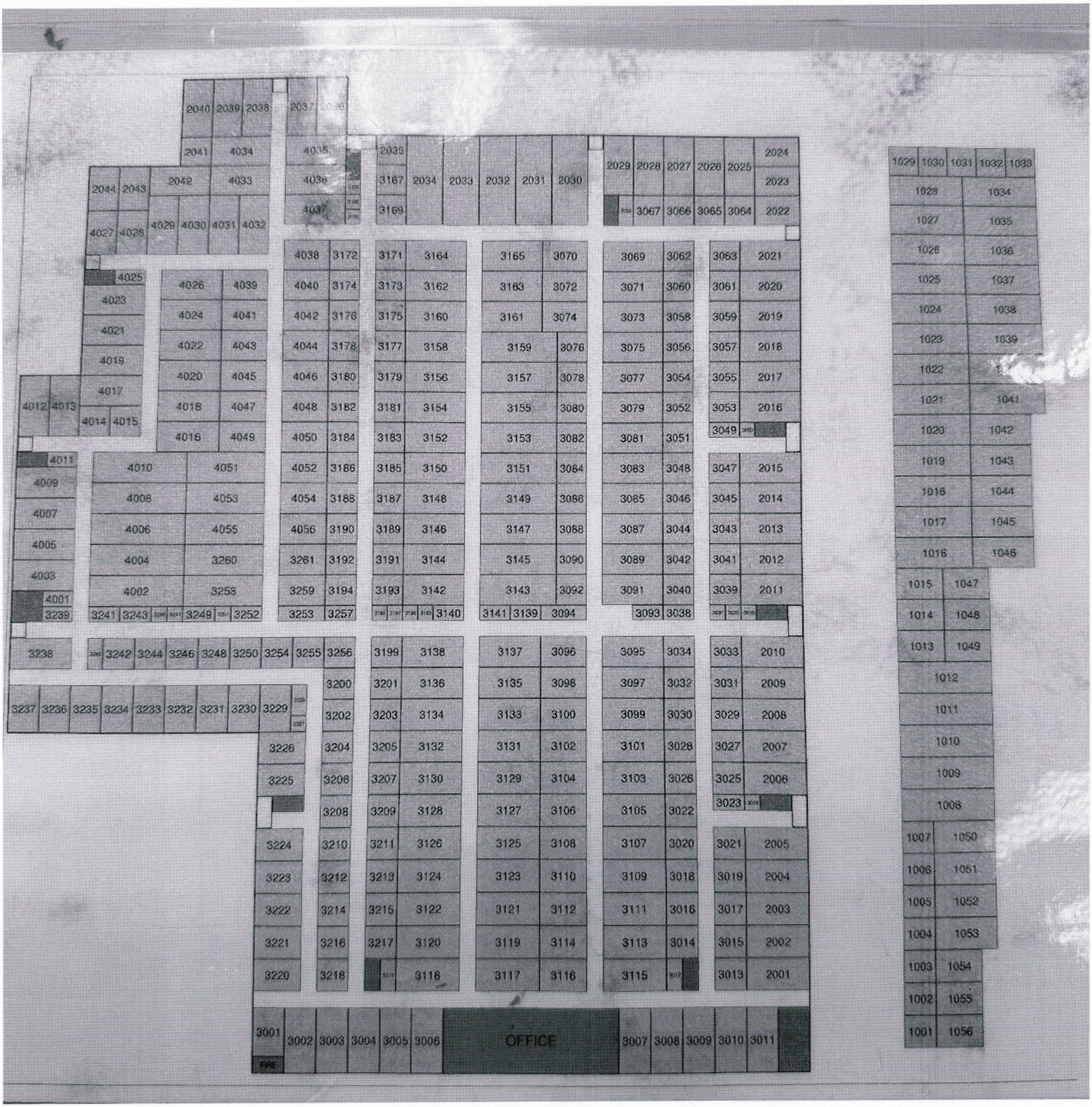
ALTA/NSPS LAND TITLE SURVEY

LOT 3B, BLOCK 2
HRC SUBDIVISION, UNIT 2 AND
LOT 1B, HRC SUBDIVISION, UNIT 1
WEBB COUNTY, TEXAS

PROJECT NAME:	QUAIL CREEK ROAD STORAGE
CLIENT:	STORAGE STAR
JOB NUMBER:	2100122
SURVEY DATE:	MARCH 2, 2021
SURVEYOR:	WH
TECHNICIAN:	WH,LH

WHITECAP SURVEY COMPANY

WHITECAP SURVEY COMPANY, LLC
TBPLS FIRM NO. 10194424
PO BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: INFO@WHITECAPSURVEY.COM


2040 2039 2038 2041 4034 4035 4036 4037 2035 3167 3169 2034 2033 2032 2031 2030 2029 2028 2027 2026 2025 2024 2023 2022 3067 3066 3065 3064 2044 2043 2042 4033 4027 4028 4029 4030 4031 4032 4025 4023 4021 4019 4017 4012 4013 4014 4015 4026 4039 4024 4041 4022 4043 4020 4045 4018 4047 4016 4049 4038 3172 4040 3174 4042 3176 4044 3178 4046 3180 4048 3182 4050 3184 4052 3186 4054 3188 4056 3190 3261 3192 3259 3194 3253 3257 3171 3164 3173 3162 3175 3160 3177 3158 3179 3156 3181 3154 3183 3152 3185 3150 3187 3148 3189 3146 3191 3144 3193 3142 3140 3165 3070 3163 3072 3161 3074 3159 3076 3157 3078 3155 3080 3153 3082 3151 3084 3149 3086 3147 3088 3145 3090 3143 3092 3141 3139 3094 3069 3062 3071 3060 3073 3058 3075 3056 3077 3054 3079 3052 3081 3051 3083 3048 3085 3046 3087 3044 3089 3042 3091 3040 3093 3038 3063 2021 3061 2020 3059 2019 3057 2018 3055 2017 3053 2016 3049 3047 2015 3045 2014 3043 2013 3041 2012 3039 2011 1029 1030 1031 1032 1033 1028 1034 1027 1035 1026 1036 1025 1037 1024 1038 1023 1039 1022 1040 1021 1041 1020 1042 1019 1043 1018 1044 1017 1045 1016 1046 1015 1047 1014 1048 1013 1049 1012 1011 1010 1009 1008 1007 1050 1006 1051 1005 1052 1004 1053 1003 1054 1002 1055 1001 1056 4011 4009 4007 4005 4003 4001 3239 4010 4051 4008 4053 4006 4055 4004 3260 4002 3258 3241 3243 3249 3251 3252 3238 3240 3242 3244 3246 3248 3250 3254 3255 3256 3200 3202 3204 3206 3208 3210 3212 3214 3216 3218 3237 3236 3235 3234 3233 3232 3231 3230 3229 3228 3227 3226 3225 3224 3223 3222 3221 3220 3199 3138 3201 3136 3203 3134 3205 3132 3207 3130 3209 3128 3211 3126 3213 3124 3215 3122 3217 3120 3219 3118 3137 3096 3135 3098 3133 3100 3131 3102 3129 3104 3127 3106 3125 3108 3123 3110 3121 3112 3119 3114 3117 3116 3095 3034 3097 3032 3099 3030 3101 3028 3103 3026 3105 3022 3107 3020 3109 3018 3111 3016 3113 3014 3115 3012 3033 2010 3031 2009 3029 2008 3027 2007 3025 2006 3023 3021 2005 3019 2004 3017 2003 3015 2002 3013 2001 3001 3002 3003 3004 3005 3006 OFFICE 3007 3008 3009 3010 3011

CITY OF LAREDO ORDINANCE NO. 2012-O-198

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR MINI-STORAGE/WAREHOUSING ON THE REPLAT OF LOT 3B, BLOCK 2, H.R.C. SUBDIVISION 2, LOCATED AT 2110 QUAIL CREEK ROAD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Replat Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road has requested a Special Use Permit for mini-storage/warehousing; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 16, 2012; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 19, 2012, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for mini-storage/warehousing on Replat Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Hurd Land and Development Company, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9 (b) 3.
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.

7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 3RD DAY OF DECEMBER, 2012.

RAUL G. SALINAS
MAYOR

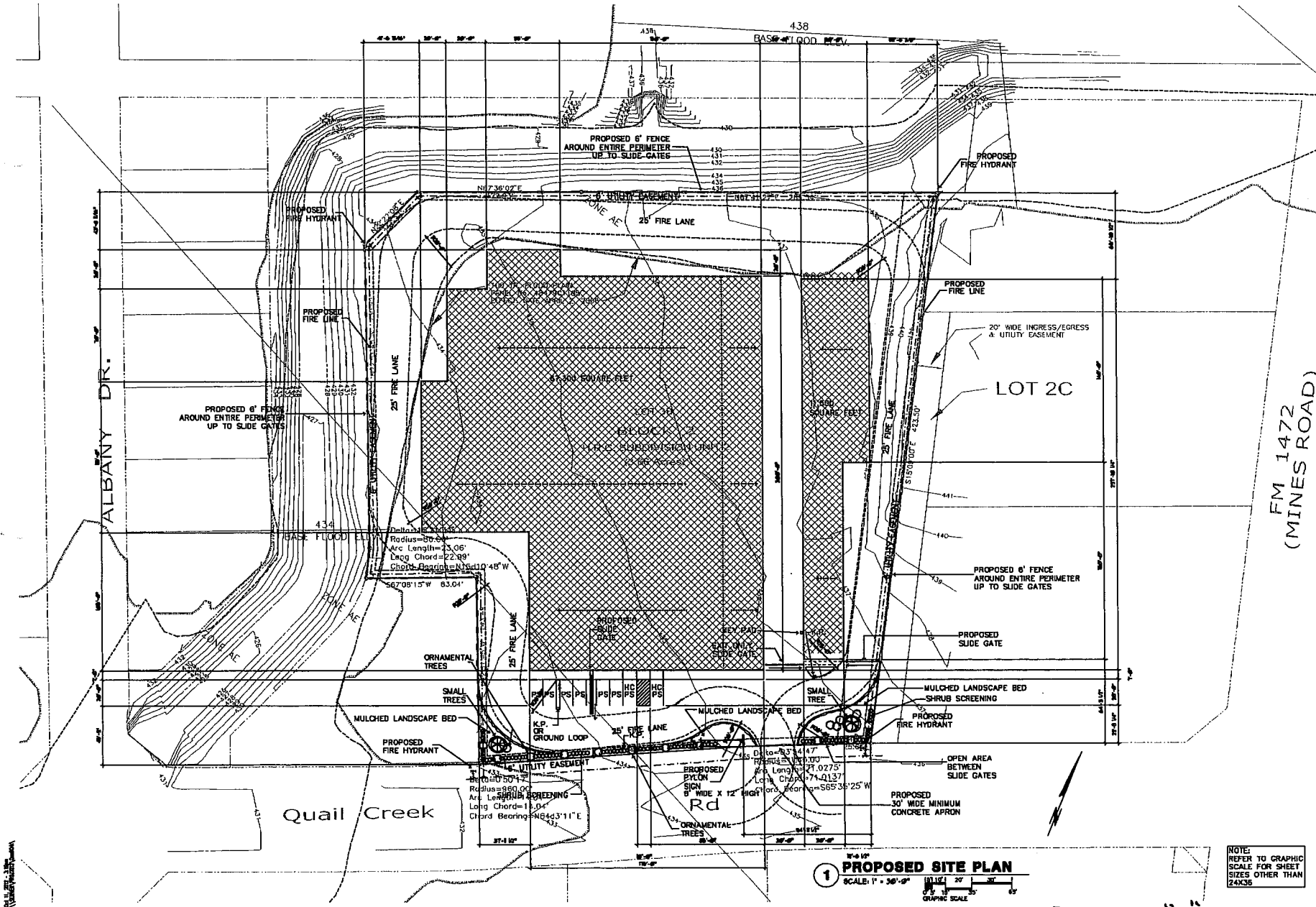
ATTEST:

GUSTAVO GUEVARA, JR.
CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY



1 **PROPOSED SITE PLAN**
SCALE: 1" = 30'-0"

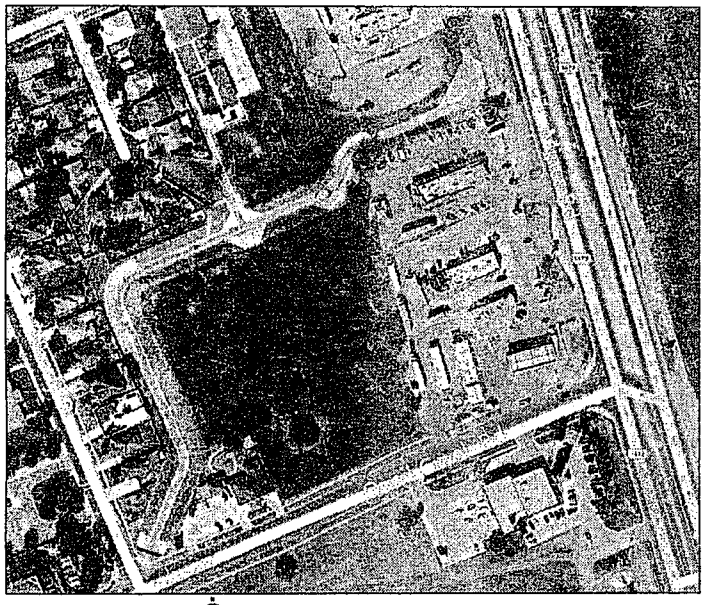
NOTE: REFER TO GRAPHIC SCALE FOR SHEET SIZES OTHER THAN 24X36

STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78045

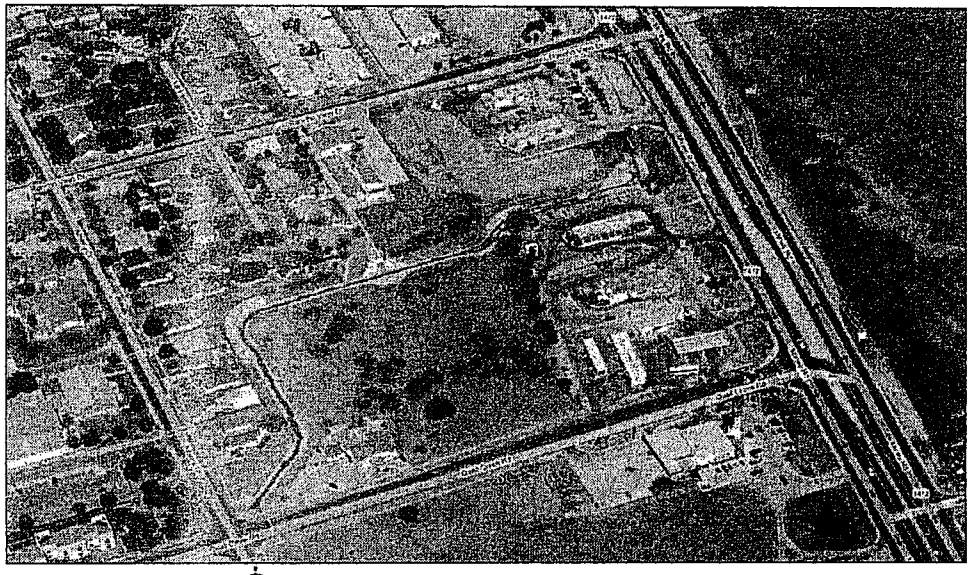
JOB NO.
DATE: 10/9/12
REVISIONS.

SHEET NUMBER
AS-1
OF SHEETS

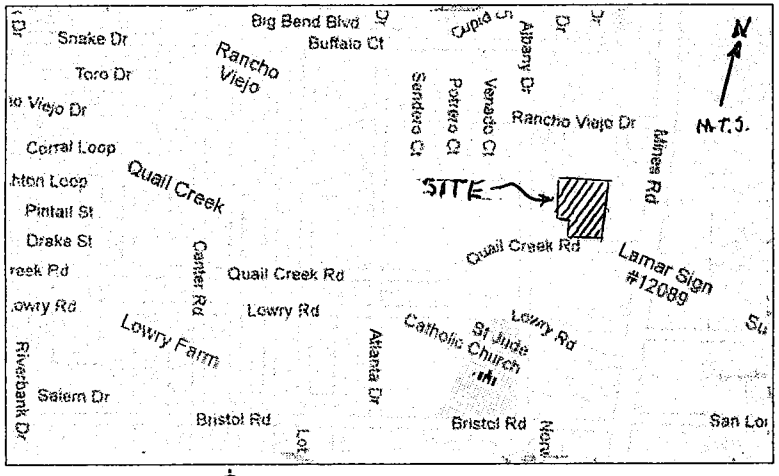
EXHIBIT "A" rev 10/16/12



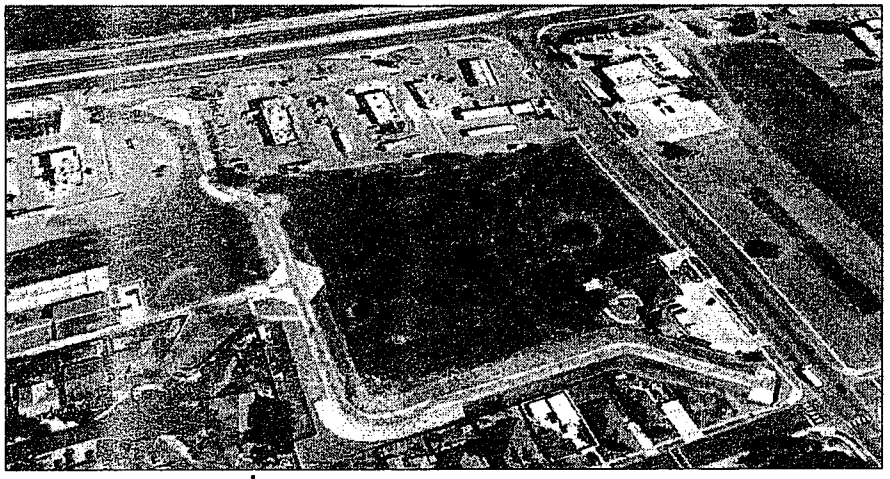
1 AERIAL VIEW
SCALE: NONE



2 BIRD'S EYE VIEW
SCALE: NONE



3 VICINITY MAP
SCALE: NONE



4 BIRD'S EYE VIEW
SCALE: NONE

STORAGE FACILITY
2100 BLOCK OF QUAIL CREEK ROAD
WEBB COUNTY, LAREDO, TEXAS 78045

JOB NO.
DATE: 9/18/12
REVISIONS:
SHEET NUMBER
AS-0
OF SHEETS

EXHIBIT "B"

2110 Quail Creek Rd
Council District 7
ZC-48-2012

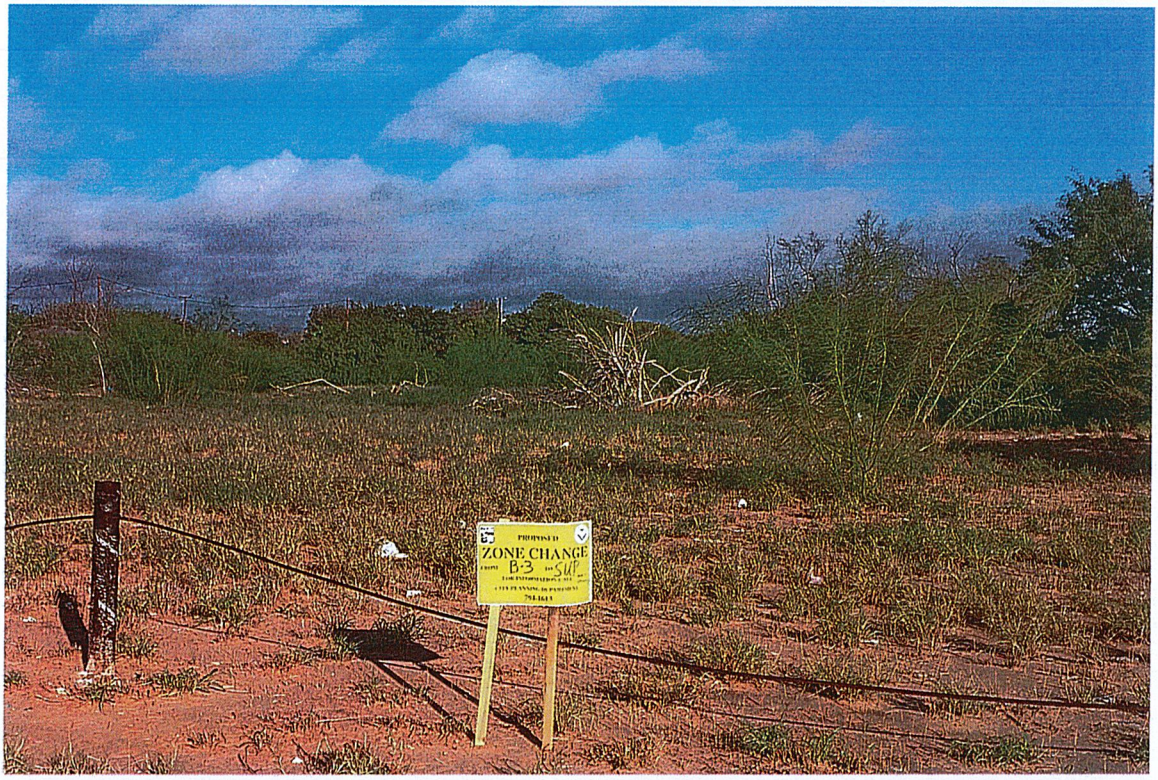
Request for S.U.P.(Special Use Permit)

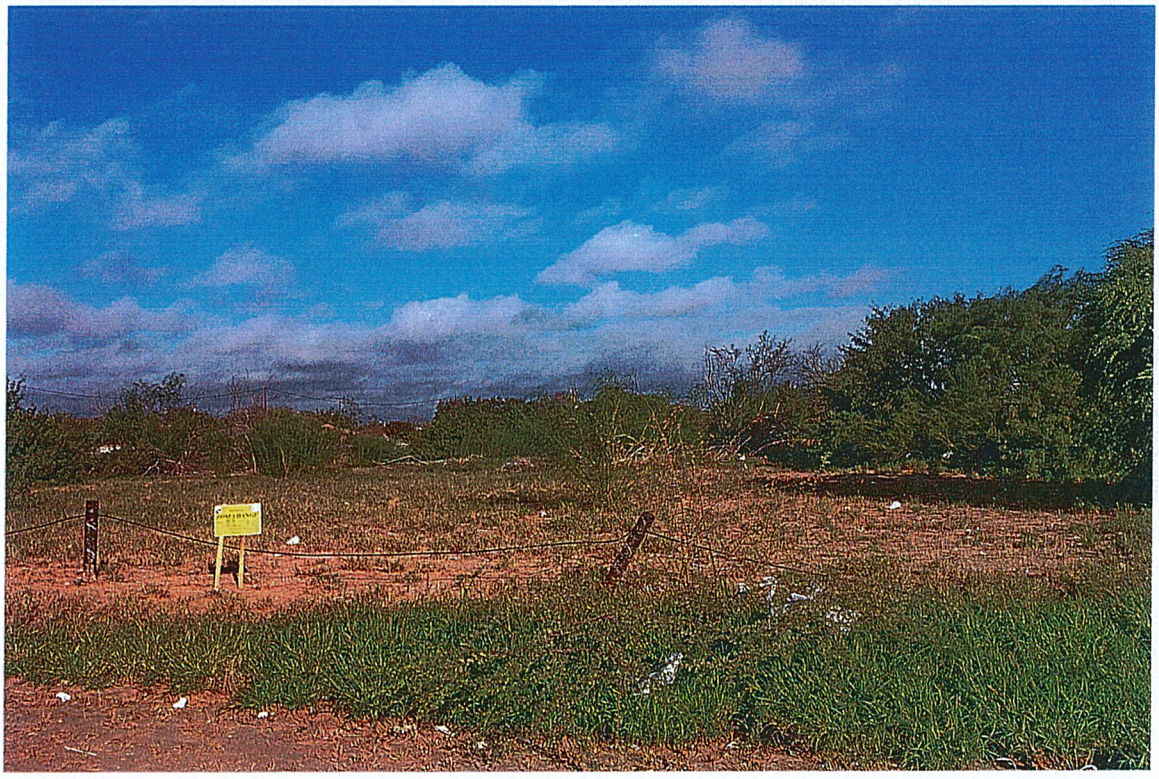
NORTH



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)

1 inch = 142 fe


PROPOSED
ZONE CHANGE
FROM B-3 TO SUP




PROHIBITED
MON
$200
NO TRESPASSING

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2012-O-198
12/03/12	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for mini-storage/warehousing on the Replat of Lot 3B, Block 2, H.R.C. Subdivision 2, located at 2110 Quail Creek Road; providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the Special Use Permit.
	District VII ZC-48-2012

Initiated by:	**Staff source:**
Hurd Land and Development Company Mejia Engineering Co.	Horacio A. de Leon, Jr., Asst. City Manager Nathan R. Bratton, Planning Director

Prior action: The current item was introduced by the Honorable Mike Garza at the regular Council meeting of November 19, 2012.

BACKGROUND

Council District: VII – The Honorable Jorge Vera

Proposed use: Mini-storage/warehousing

Site: The site is currently vacant.

Surrounding land uses: Property to the north includes single-family residences, Church's Chicken, Wendy's, and Family Dollar. East of the site are McDonald/s Hamburgers, Burger King, Tejano Mart Convenience Store/Gas and Car Wash, and vacant land. To the south are IBC and vacant land; south-east of the site are Quail Creek Apartments. West of the site are Golden Steps Child Development Center, a taquito kiosk, single-family residences, and Kazen Elementary School. A drainage culvert runs along the north and west side of this property.

Comprehensive Plan: The Comprehensive Plan identifies this area as Light Commercial.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 (Mines Road) as an Expressway; Quail Creek Road is not identified on the Plan.

Letters sent to surrounding property owners: 22 In Favor: 0 Opposed: 0

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of an SUP at this location, with the following conditions:

1. The Special Use Permit is issued to Hurd Land and Development Company, and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.

(Continued on Next Page)

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in an **8** to **0** vote, recommended **approval** of the Special Use Permit.	Staff **supports** the Special Use Permit.

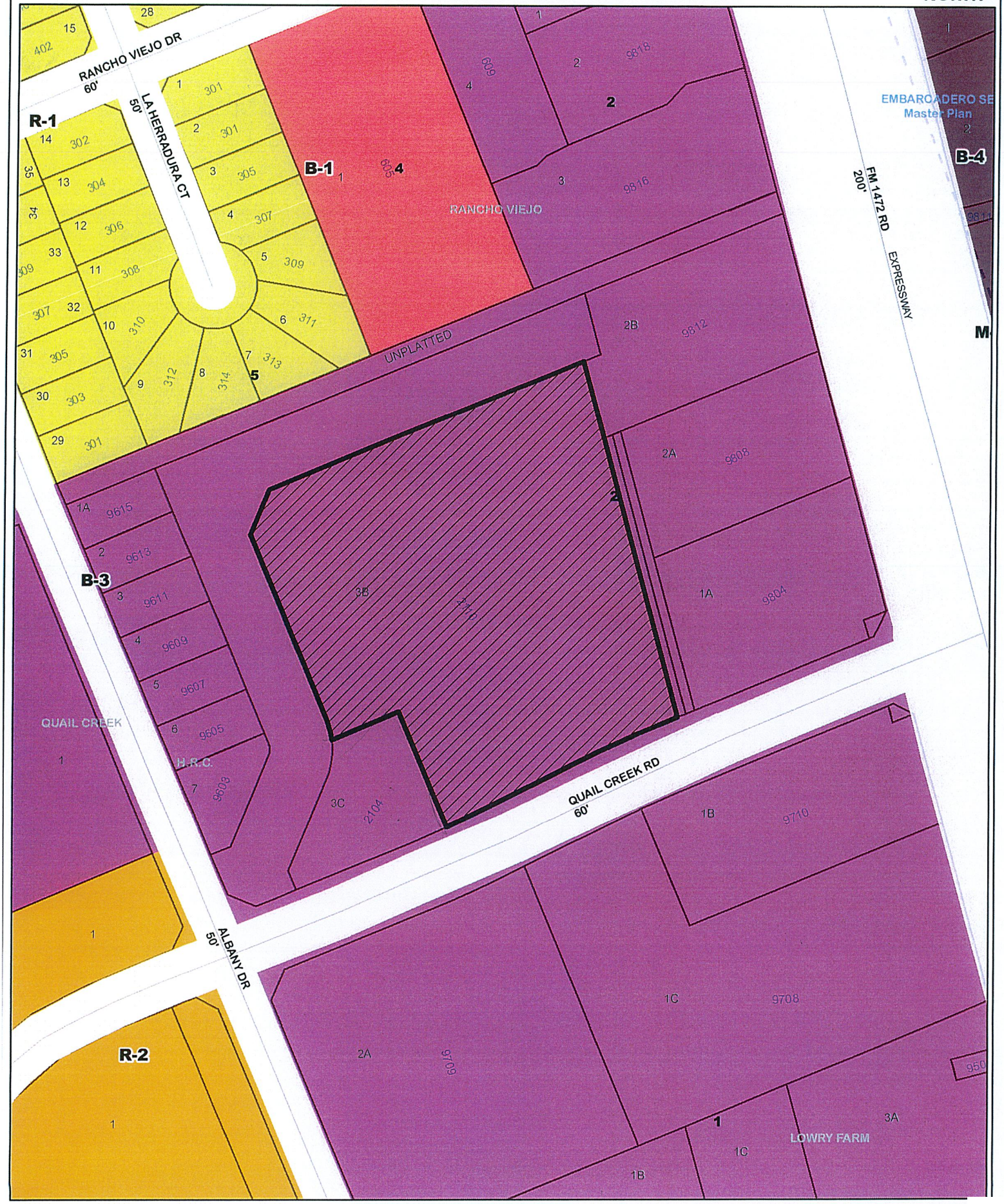
Staff Comments (cont.)

3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center.
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8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses.
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted.

2110 Quail Creek Rd
Council District 7
ZC-48-2012

Request for S.U.P.(Special Use Permit)

NORTH



*C=Conditional Use Permit (CUP)
*S=Special Use Permit (SUP)

1 inch = 142 fe


ZC-056-2024
ATTENTION
PROPOSED (mini-storage)
SPECIAL USE PERMIT
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-170

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2012-O-198, WHICH AUTHORIZED A SPECIAL USE PERMIT FOR MINI-STORAGE/WAREHOUSE ON LOT 3B, BLOCK 2, H.R.C. SUBDIVISION, UNIT 2, LOCATED AT 2110 QUAIL CREEK ROAD, IN ORDER TO REMOVE HURD LAND AND DEVELOPMENT COMPANY AS THE PARTY WHOM THE PERMIT IS ISSUED; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Special Use Permit Amendment; and,

WHEREAS, notice of the Special Use Permit Amendment request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the Special Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2012-O-198, which authorized a special use permit for mini-storage/warehouse on Lot 3B, Block 2, H.R.C. Subdivision, Unit 2, located at 2110 Quail Creek Road, in order to remove Hurd Land and Development Company as the party whom the permit is issued.

Section 2: The Special Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. ~~The Special Use Permit is issued to Hurd Land Development Company, and is non-transferable.~~
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. Parking must comply with all relevant provisions of the Laredo Land Development Code.
4. ~~Construct a six (6) foot block wall along property lines abutting the Golden Steps Child Development Center~~. *Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.*
5. Fencing must comply with the Laredo Land Development Code as per Section 24.93.9(b)3. *Fencing and/or walling shall comply with the provisions established in Section 24-79, "Fencing and Screening," of the Laredo Land Development Code. In the event additional fencing or walling is proposed, no less than 25% and no more than 70% shall be opaque. A visibility triangle as defined in Appendix 'A' of the Laredo Land Development Code shall be maintained.*
6. No less than 5.00% of the total area of the proposed tract for development shall be reserved for landscape purposes, in addition to those provisions established in Section 24.83, "Trees and Shrubs," of the Laredo Land Development Code.
7. Flammable, combustibles, corrosives, and toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede these provisions.
8. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses. *Specify low lighting attached to units and directed towards the ground. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.*
9. Dumpsters, trash bins, or locations for refuse collection shall be permitted
10. *The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.*
11. *Signage shall be consistent with the City's Sign Ordinance.*
12. *Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.*
13. *The business shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.*
14. *The business shall undergo an annual Fire Inspection.*
15. *All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.*
16. *Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.*

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

If it is determined based on inspection by the Planning Director or reasonable investigation by the City Manager, or his designee, that there exist reasonable grounds for revocation of a Special Use Permit, a public hearing shall be set before the Zoning Commission and the City Council.

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Final Readings 22.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

ZC-058-2024
District VII

Council District: District 7 **Zone Case:** ZC-058-2024

Letters sent to property owners: 5

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 09/03/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: All Carriers, Inc, Owner; Daniel Gomez, Representative
Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-171 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

ZC-058-2024
District VII

PREVIOUS COUNCIL ACTION

On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: The proposed use is industrial. The applicant did not specify the proposed use.

Site: The site is currently vacant undeveloped land

Surrounding land uses: To the north of the site is FM 1472 (Mines Road), Continental Forwarding (trucking company), and EL Primero Training Center and Feed. To the east and south of the site is vacant undeveloped land. To the west of the site is Quantum Carrier (trucking company) and JDK Transport Corporation.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 5 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot area requirements of 9,000 square feet for M-1 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 2.20 acres (1 acre = 43,560 feet).
2. The proposed site meets the minimum lot width required of 65 feet for M-1 zoning districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property's lot width is approximately 340 feet.
3. The proposed use is compatible with the area since there are similar uses abutting the site, such as Quantum Carrier to the west of the site.

Staff **supports** the application.

M-1. The purpose of the M-l Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses. The purpose of the M-l Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. There are similar uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed site is primarily surrounded by agriculture zoning

Will change adversely influence living conditions in the neighborhood?
No. it is not anticipated to have a negative impact in the surrounding rea or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing AG does not allow for industrial type uses as intended by the applicant. The applicant did not specify the proposed use.

Attachments

Maps

Survey, Metes, and Bounds

Zone Change Signage

Final Ordinance

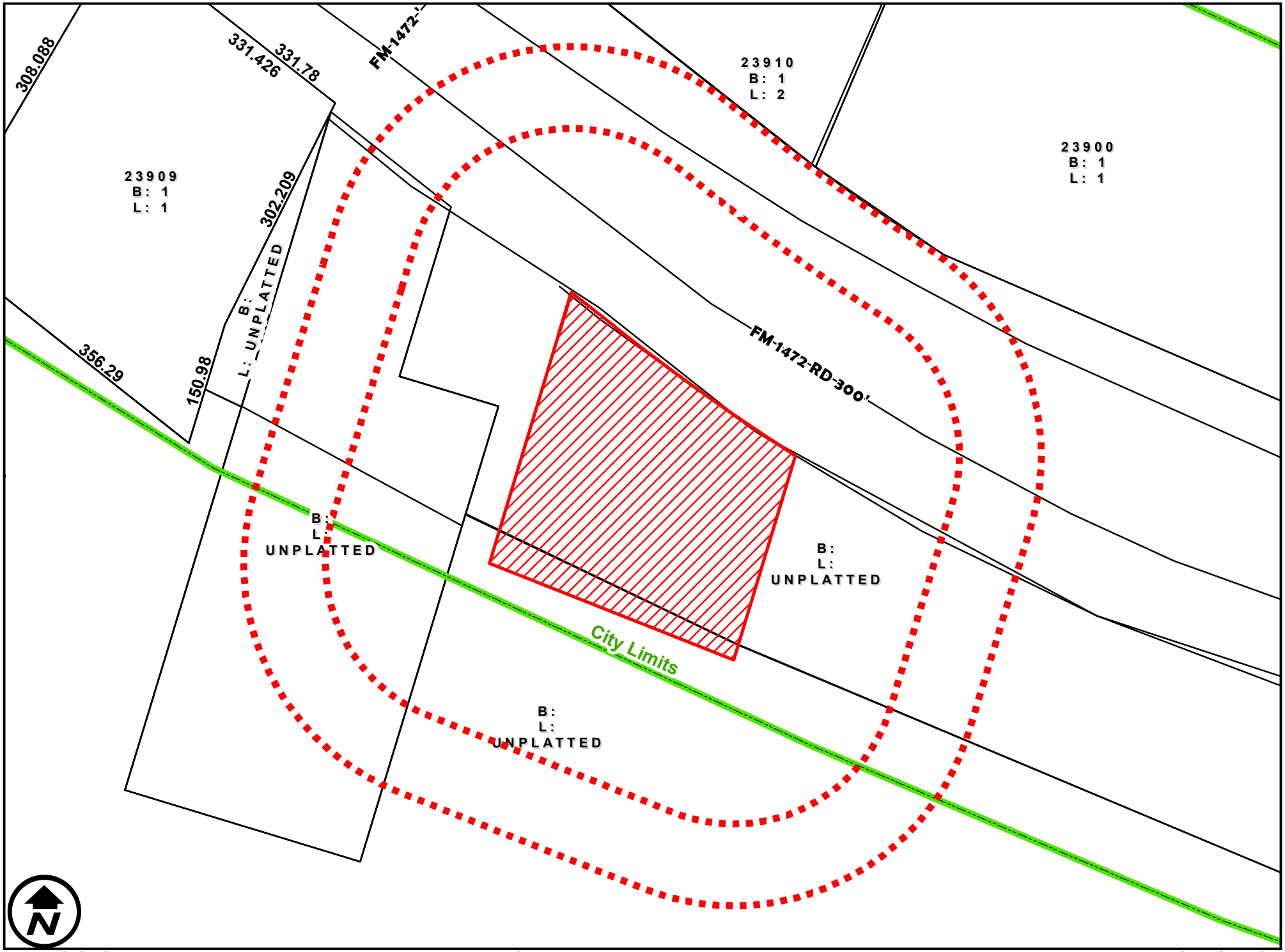


AERIAL MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

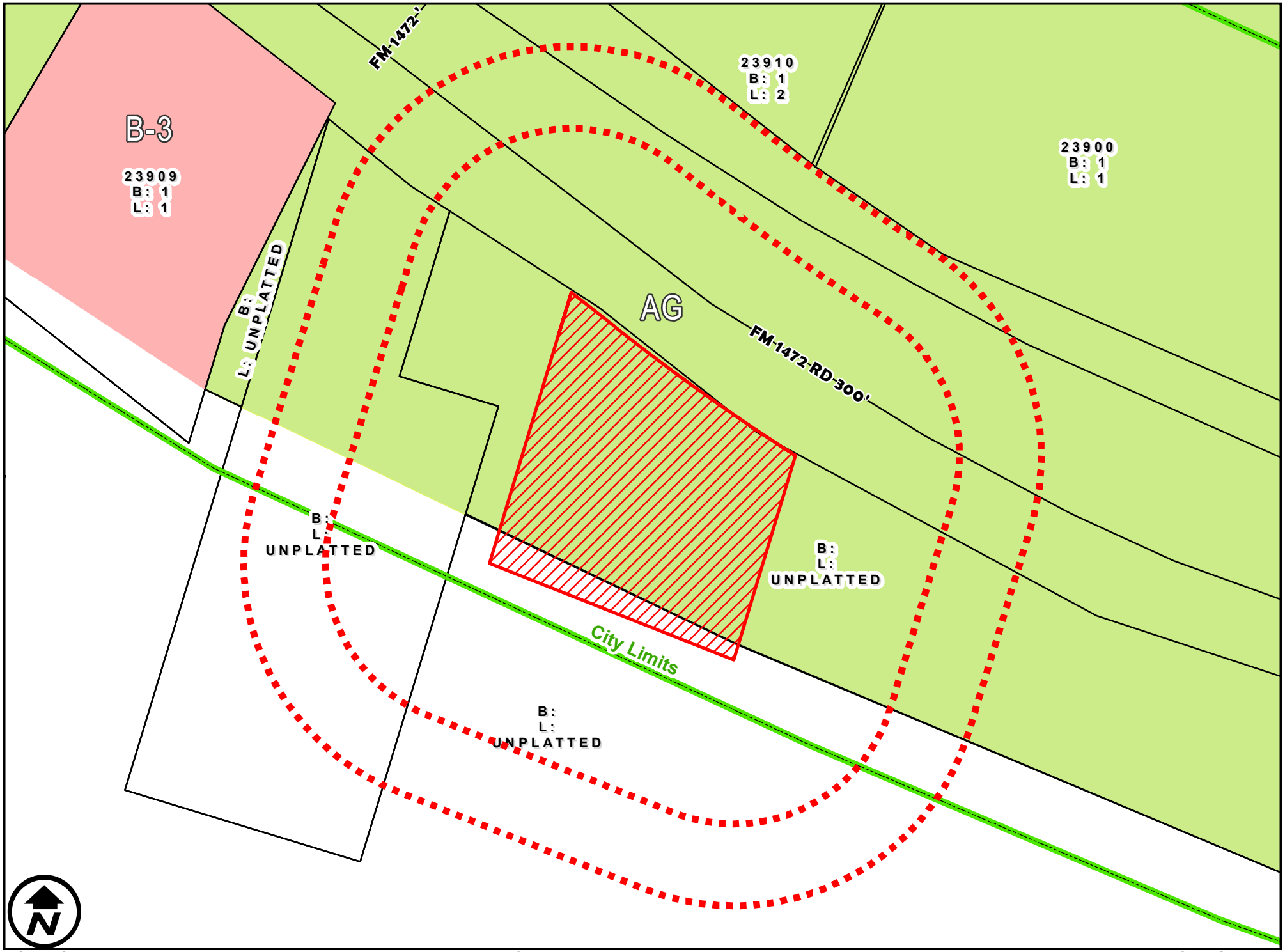


DIMENSIONS MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

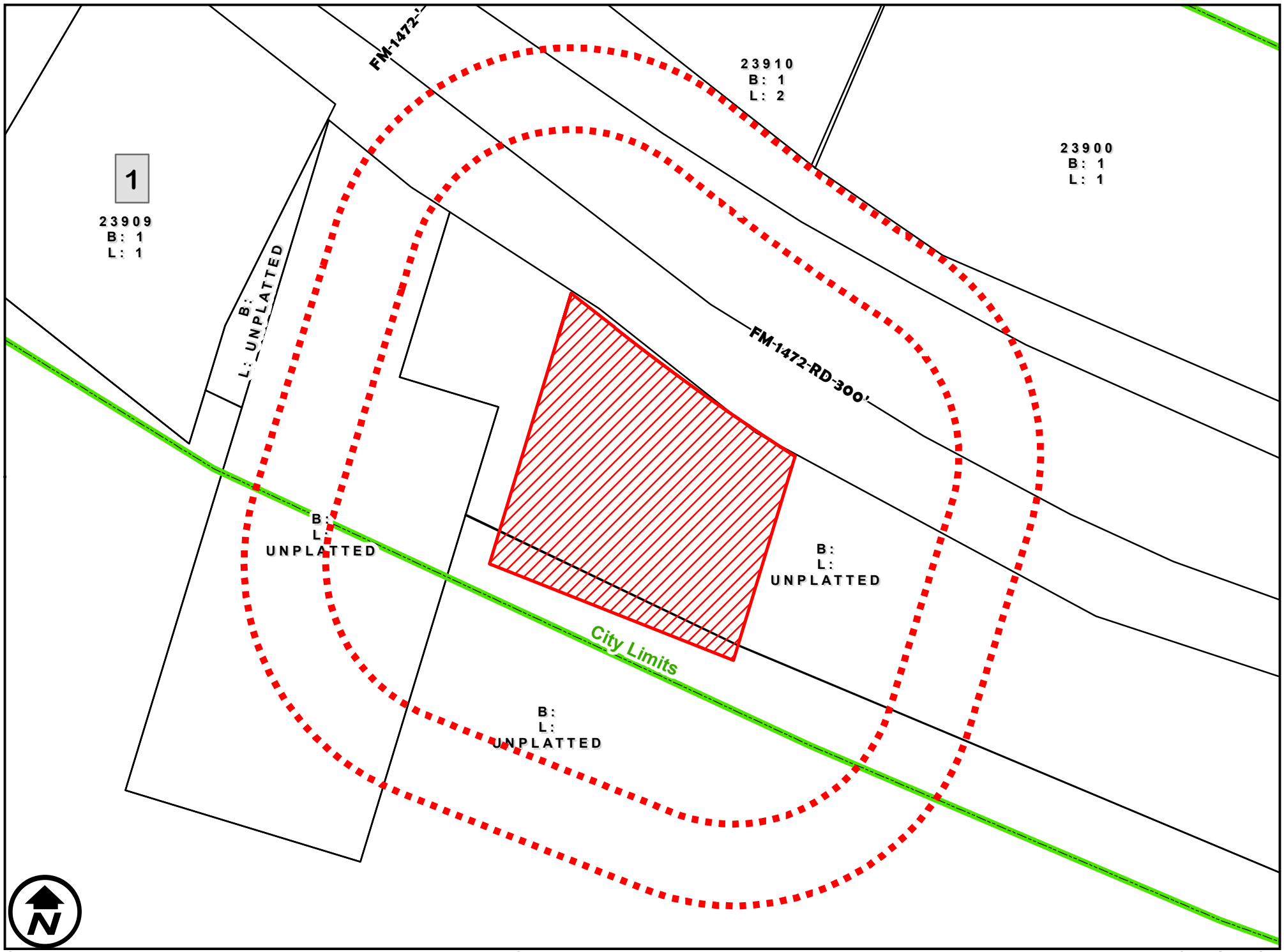


ZONING MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

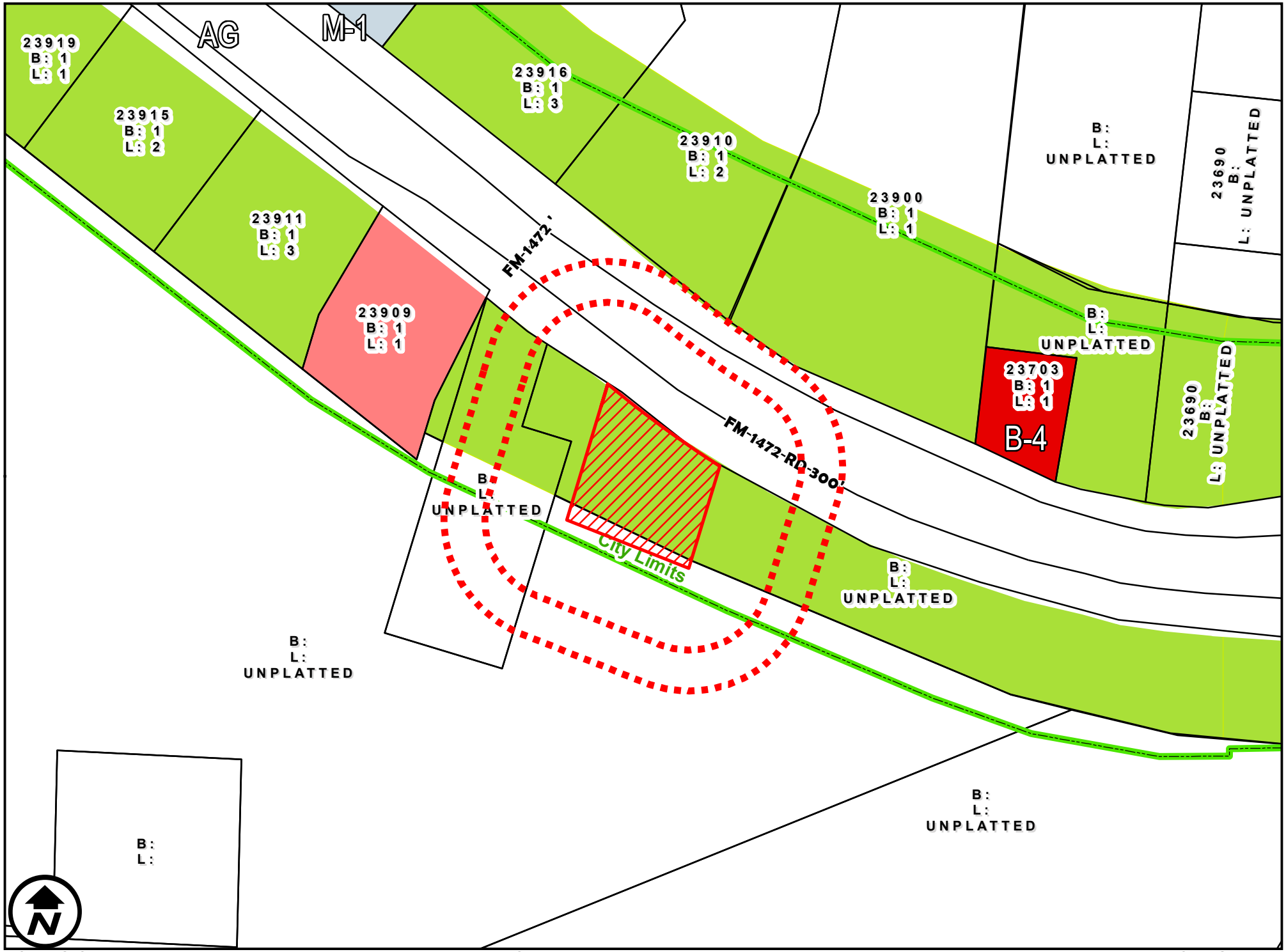


SURVEY MAP

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

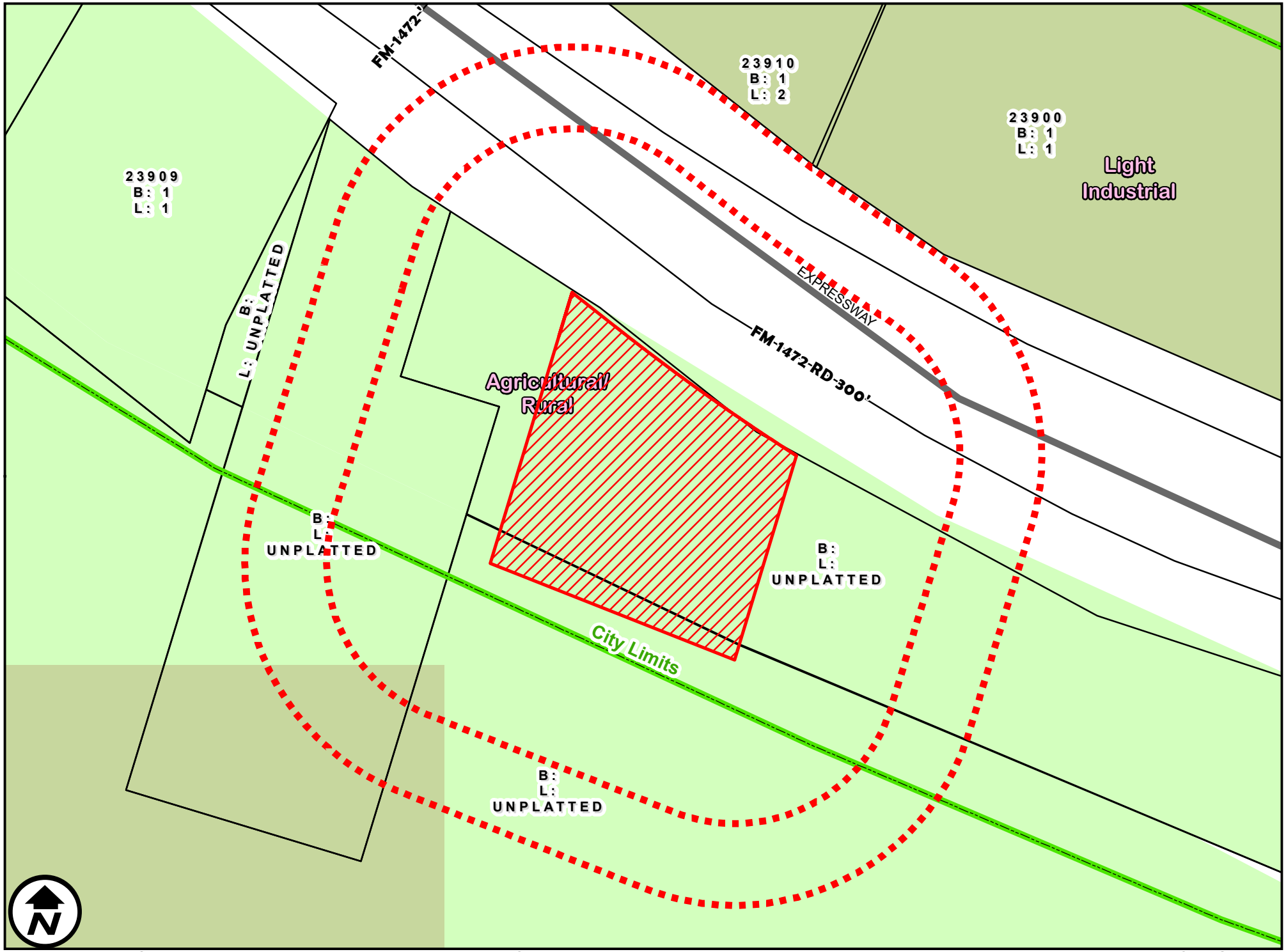


ZONING OVERVIEW

1 inch = 300 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

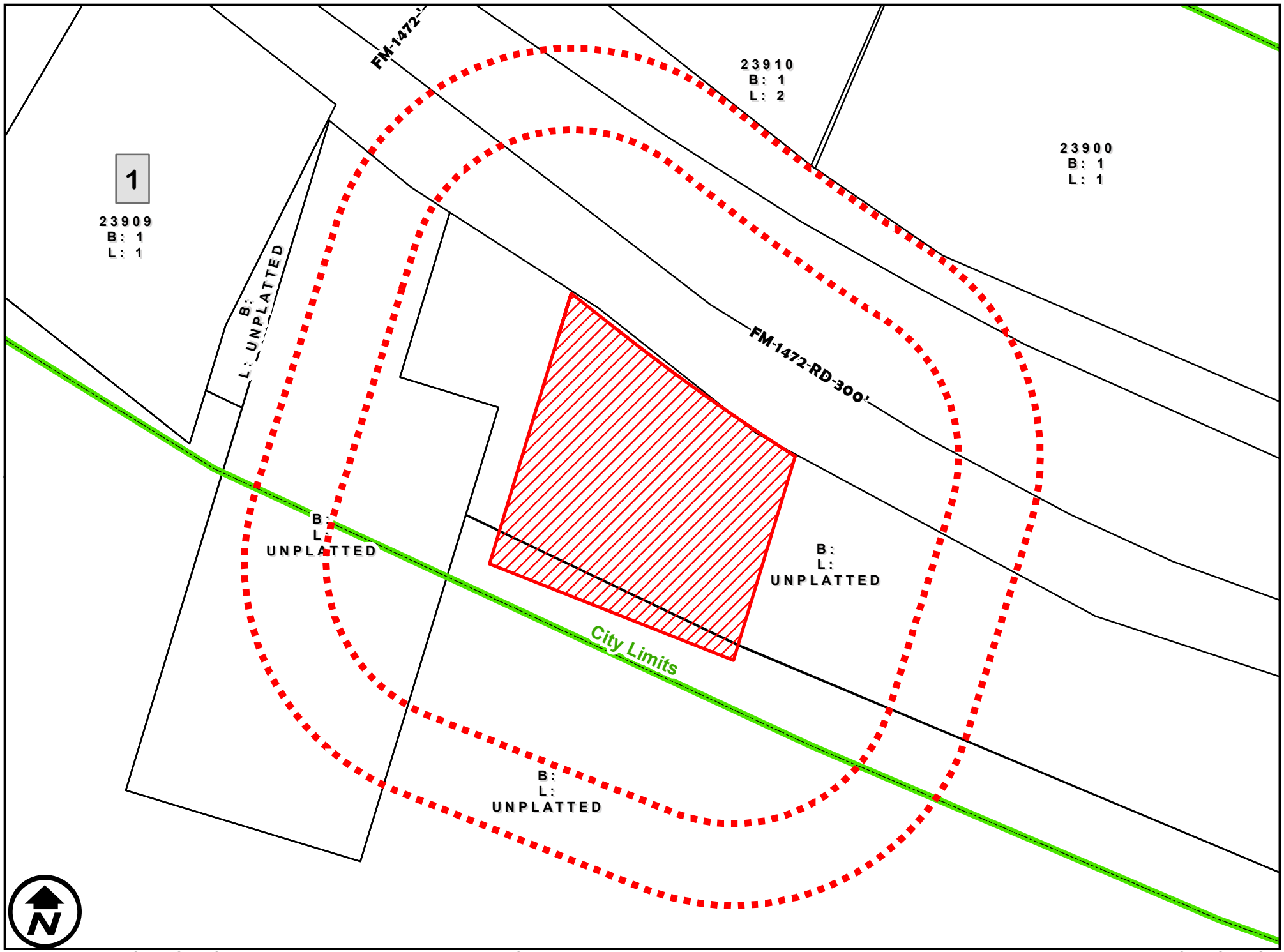


FUTURE LANDUSE

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)



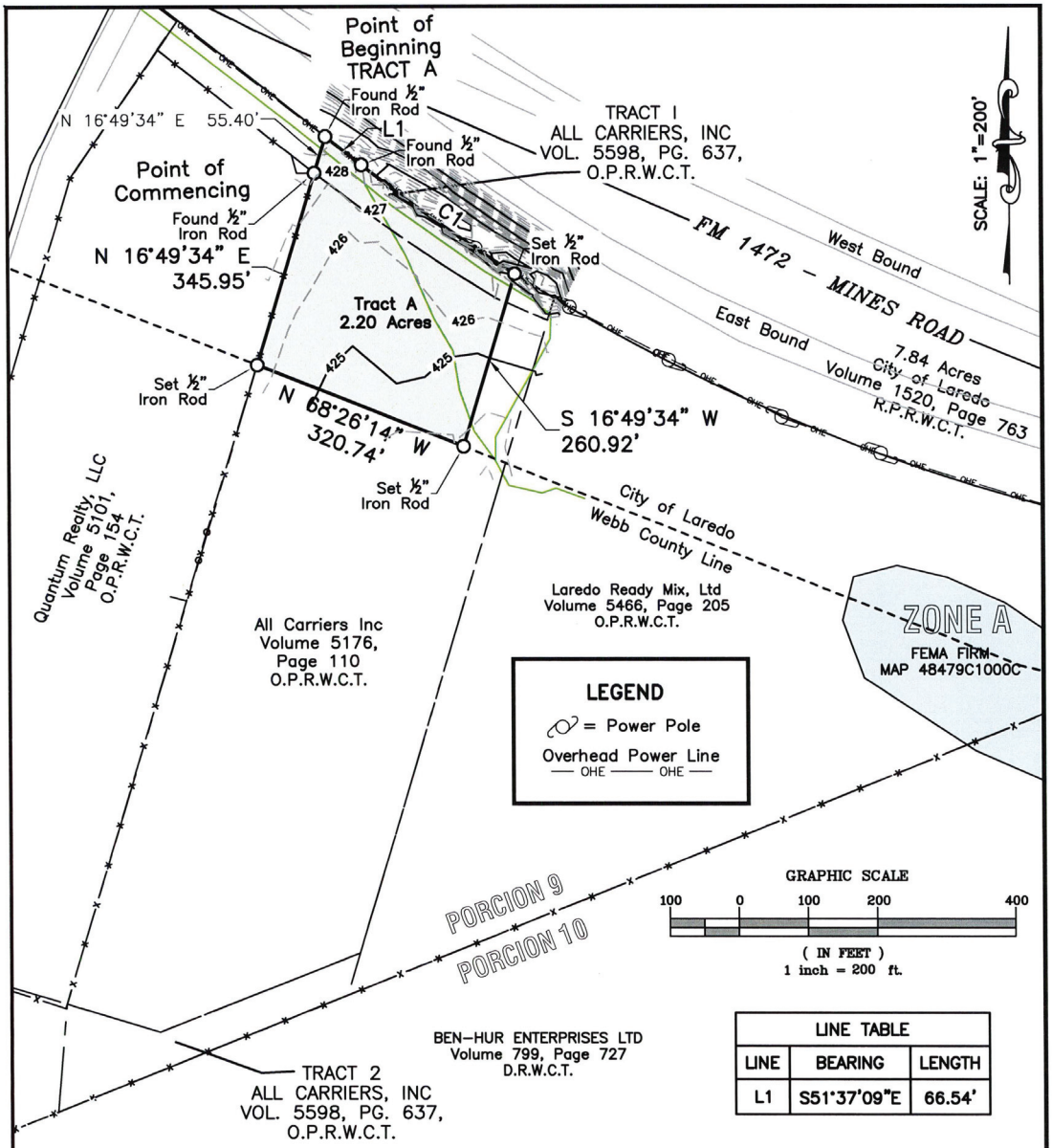
200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-058-2024
COUNCIL DISTRICT 7
SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD

APPLICATION F
AG (AGRICULTURAL DISTRICT)
M-1 (LIGHT MANUFACTURING DISTRICT)

Exhibit A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S51°37'09"E	66.54'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	272.18'	2696.48'	5°47'01"	S 54°30'39" E	272.07'

BASIS OF BEARINGS:
G.P.S., TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE 4205, NAD83, USFT. VERTICAL DATUM: NAVD88, USFT.

SURVEYORS NOTE:
1. THIS SURVEY DID NOT REQUIRE NOR DID IT INCLUDE ANY RESEARCH AND INVESTIGATION OF SERVITUDE'S OR EASEMENTS.
2. NOT ALL EASEMENTS OR UTILITIES SHOWN HERE ON.

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

05-14-24

Enrique A. Mejia III, R.P.L.S. No. 5653 DATE

Survey of
Tract A, being a 2.20 acre tract of land out of a tract of land conveyed by deed to All Carriers, Inc, recorded in Volume 5176, Page 110 and out of Tract 1, recorded in Volume 5598, Page 637, Official Public Records, Webb County, Texas.

Blue Top
Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 712-2580
FIRM # 10071800

SURVEY BASED ON GF#	N/A
DRAWN BY:	E.L.
CHECKED BY:	E.A.M.
DATE:	05-14-24
JOB No.	240068
F.B.	PG.

FILE: 240068 ALL CARRIERS PLAT DANIEL GOMEZ.DWG

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 956-712-2580 fax

Field Notes of
A 2.20 acre tract of land
conveyed by deed to All Carriers, Inc
Situated in City of Laredo, Webb County, Texas

A 2.20 acre tract of land out of a tract of land conveyed by deed to All Carriers, Inc, recorded in Volume 5176, Page 110 and Volume 5466, Page 637, Official Public Records, Webb County, Texas, situated in City of Laredo, Webb County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a ½" iron rod found at the northwest corner of a tract of land conveyed by deed to All Carriers, Inc, recorded in Volume 5176, Page 110, Official Public Records, Webb County, Texas, continue ***North 16 degrees 49 minutes 34 seconds East, 55.40 feet***, to a ½" inch iron rod found at the **Point of Beginning**, for the northwest corner of the herein described tract;

Thence, along the south right of way line of FM 1472, ***South 51 degrees 37 minutes 09 seconds East, 66.54 feet,*** to a non- tangent point of a curve to the left,

Thence, along the arc of the curve left, a distance of ***272.18 feet,*** said curve having a radius of ***2696.48 feet***, a delta of ***05 degrees 47 minutes and 01 seconds,*** with a chord and chord bearing of ***272.07 feet*** and ***South 54 degrees 30 minutes and 39 seconds East***, for the northeast corner of the herein described tract,

Thence, ***South 16 degrees 49 minutes 34 seconds West, 260.92 feet*** to a ½" iron rod set, for the southeast corner of the herein described tract;

Thence, ***North 68 degrees 26 minutes 14 seconds West, 320.74 feet,*** to a ½" iron rod set at the east line of Quantum Realty, LLC, recorded in Volume 5101, Page 154, Official Public Records, Webb County, Texas, for the southwest corner of the herein described tract;

Thence, along the east line of said Quantum Tract, ***North 16 degrees 49 minutes 34 seconds East, 345.95 feet***, to return and close to the **POINT OF BEGINNING** of this 2.20 Acre Tract, more or less.

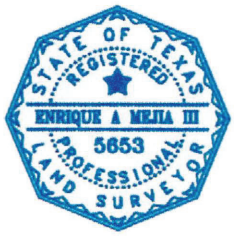
Basis of Bearings:
G.P.S., Texas Coordinate System, Texas South Zone, NAD 1983

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual survey performed on the ground under my supervision.

R.P.L.S. No. 5653 – Texas

05-14-24
Current Date



Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 956-712-2580 fax

Closure of
A 2.20 acre tract of land
conveyed by deed to All Carriers, Inc
Situated in City of Laredo, Webb County, Texas

Segment# 1: Line
Course: S51° 37' 09"E — Length: 66.54'
North: 17,119,029.13' — East: 608,003.96'

Segment# 2: Curve
Length: 272.18' — Radius: 2,696.48'
Delta: 5.7835 (d) — Tangent: 136.21'
Chord: 272.07' — Course: S54° 30' 39"E
Course In: N38° 22' 51"E — Course Out: S32° 35' 50"W
RP North: 17,121,142.90' — East: 609,678.17'
End North: 17,118,871.17' — East: 608,225.49'

Segment# 3: Line
Course: S16° 49' 34"W — Length: 260.92'
North: 17,118,621.43' — East: 608,149.97'

Segment# 4: Line
Course: N68° 26' 14"W — Length: 320.74'
North: 17,118,739.30' — East: 607,851.67'

Segment# 5: Line
Course: N16° 49' 34"E — Length: 345.95'
North: 17,119,070.44' — East: 607,951.82'

Perimeter: 1,266.33' — Area: 2.20Acre
Error Closure: 0.01 — Course: N81° 09' 33"E
Error North : 0.002 — East: 0.012

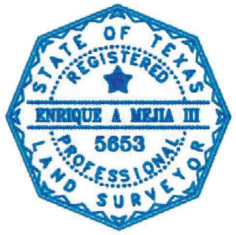
Precision 1: 126,633.00

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Closure" was prepared from an actual survey performed on the ground under my supervision.

R.P.L.S. No. 5653 – Texas

05-14-24
Current Date




ZC-058-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-171

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 2.20 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF FM 1472 AND WEST OF BEN-NUR RANCH ROAD, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning approximately 2.20 acres as further described by metes and bounds in attached Exhibit A, located south of FM 1472 and west of Ben-Nur Ranch Road, from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Final Readings 23.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

ZC-060-2024
District VII

Council District: District 7 **Zone Case:** ZC-060-2024

Letters sent to property owners: 8

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 5 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 09/3/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: W.W. Rowland Investment/W. Hershal Bradley, Owners; Daniel Gomez, Representative
Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-172 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

ZC-060-2024
District VII

PREVIOUS COUNCIL ACTION

On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: The proposed use is for a commercial parking lot (trucks/heavy equipment) for a trucking company

Site: The site is currently a commercial parking lot (trucks/ heavy equipment) for a trucking company

Surrounding land uses: To the north of the site is FM 1472 (Mines Road) and JIT Transport. To the east of the site is JDK Transport Corp. and Quantum Carrier. To the south of the site is a commercial parking lot for trucks/heavy equipment and vacant undeveloped land. To the west of the site is Phelps Road and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 as an expressway, but does identify Thiesel Road.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed site meets the minimum lot width requirement of 65 feet for M-1 zone districts as per the Laredo Land Development, Section 24.77.1 Dimensional Standards. The combined property's lot width is approximately 1,156 feet.
2. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The combined property lot area is approximately 12.00 acres (1 acre = 43,560 feet).
3. The property abuts an area of M-1 zoning district to the west of the site.
4. The proposed use is compatible with the area since there are similar uses abutting to the east of the site and across FM 1472.

Staff **supports** the application.

M-1. The purpose of the M-l Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses. The purpose of the M-l Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. There are similar uses to the west of the site and across FM 1472.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is an area of an M-1 zoning district to the west of the side.

Will change adversely influence living conditions in the neighborhood?
No. it is not anticipated to have a negative impact in the surrounding rea or neighborhood

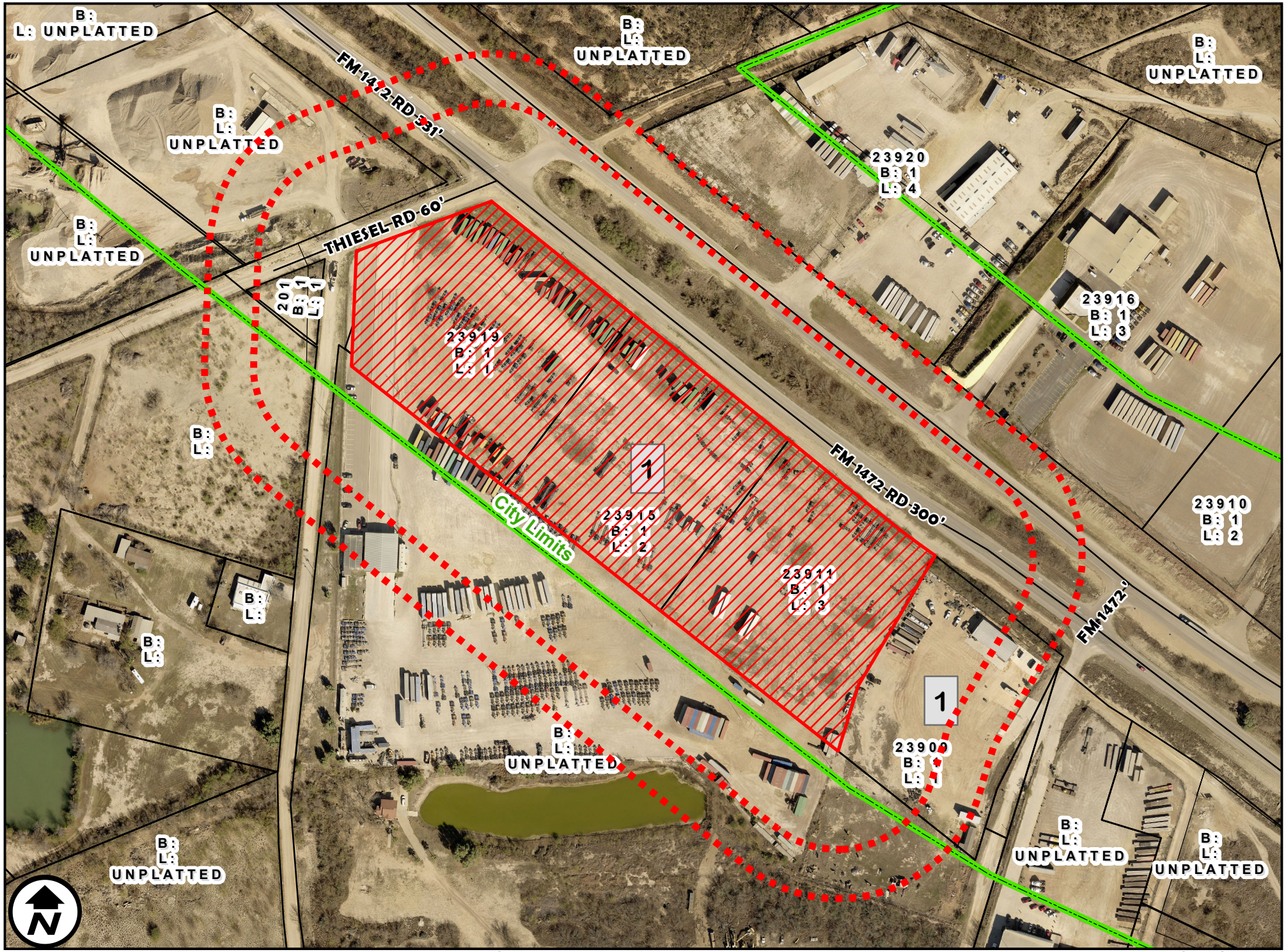
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for commercial parking (trucks/heavy equipment) intended by the applicant.

Attachments

Maps

Zone Change Signage

Final Ordinance

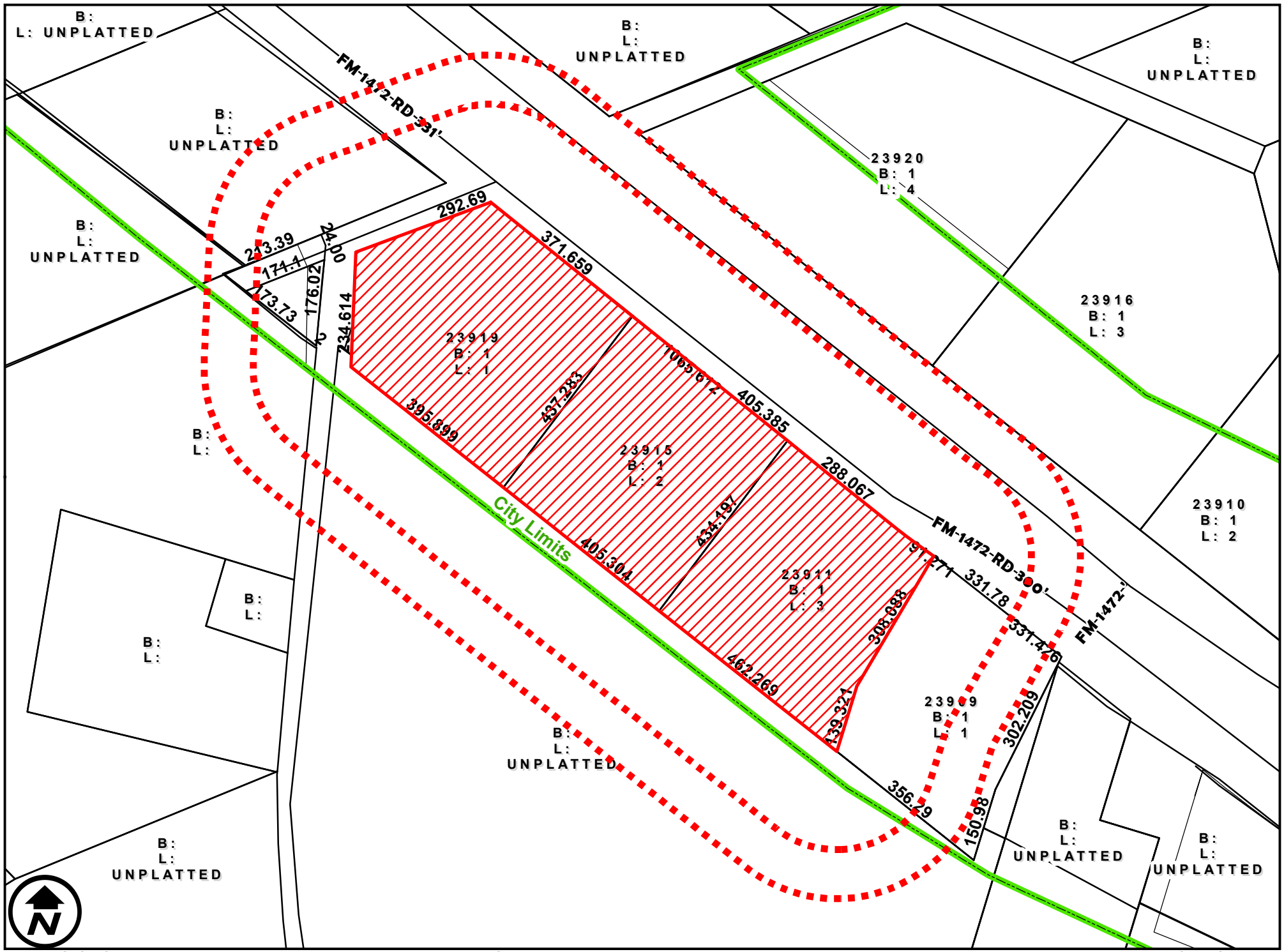


AERIAL MAP

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

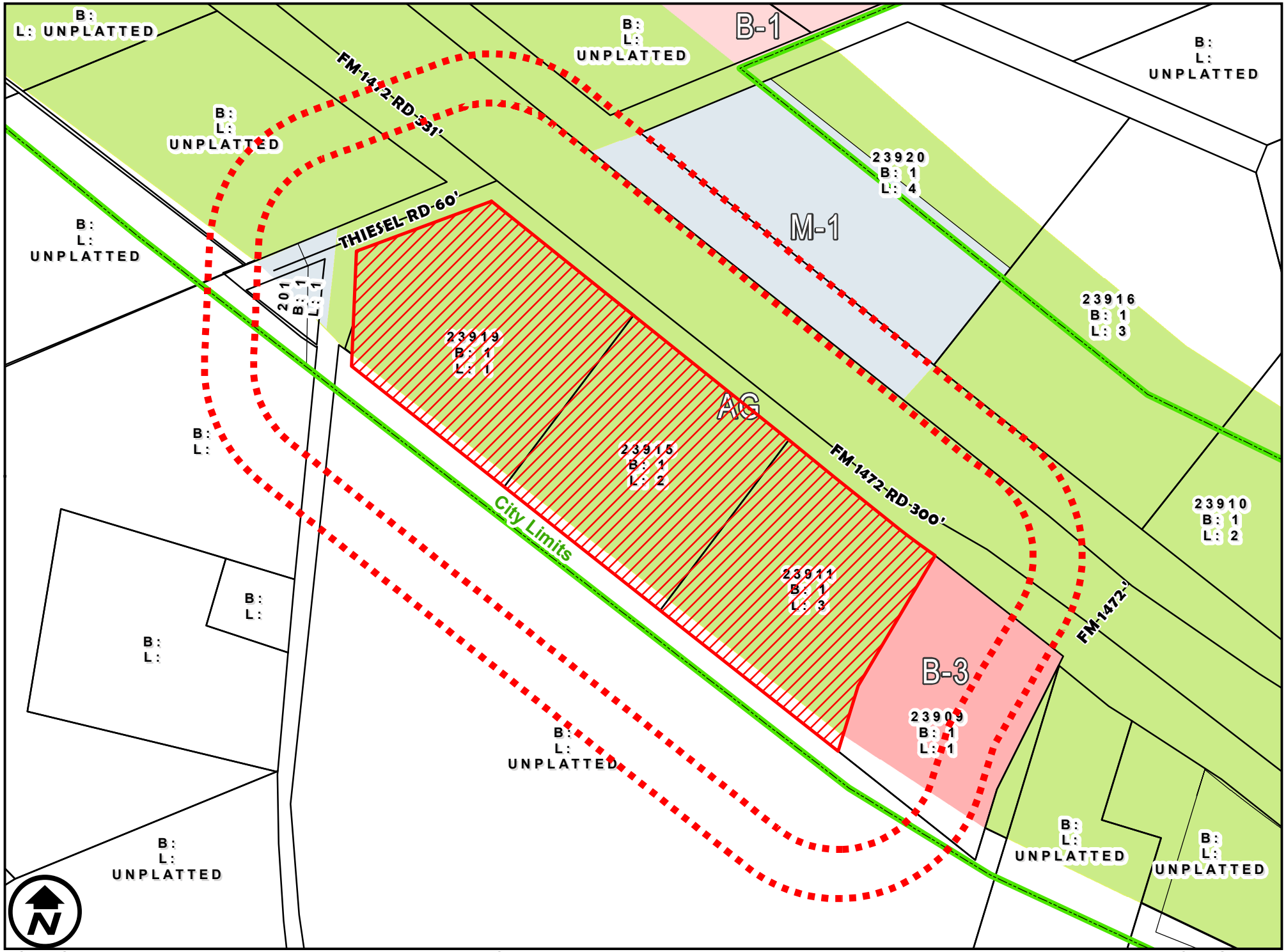


DIMENSIONS MAP

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

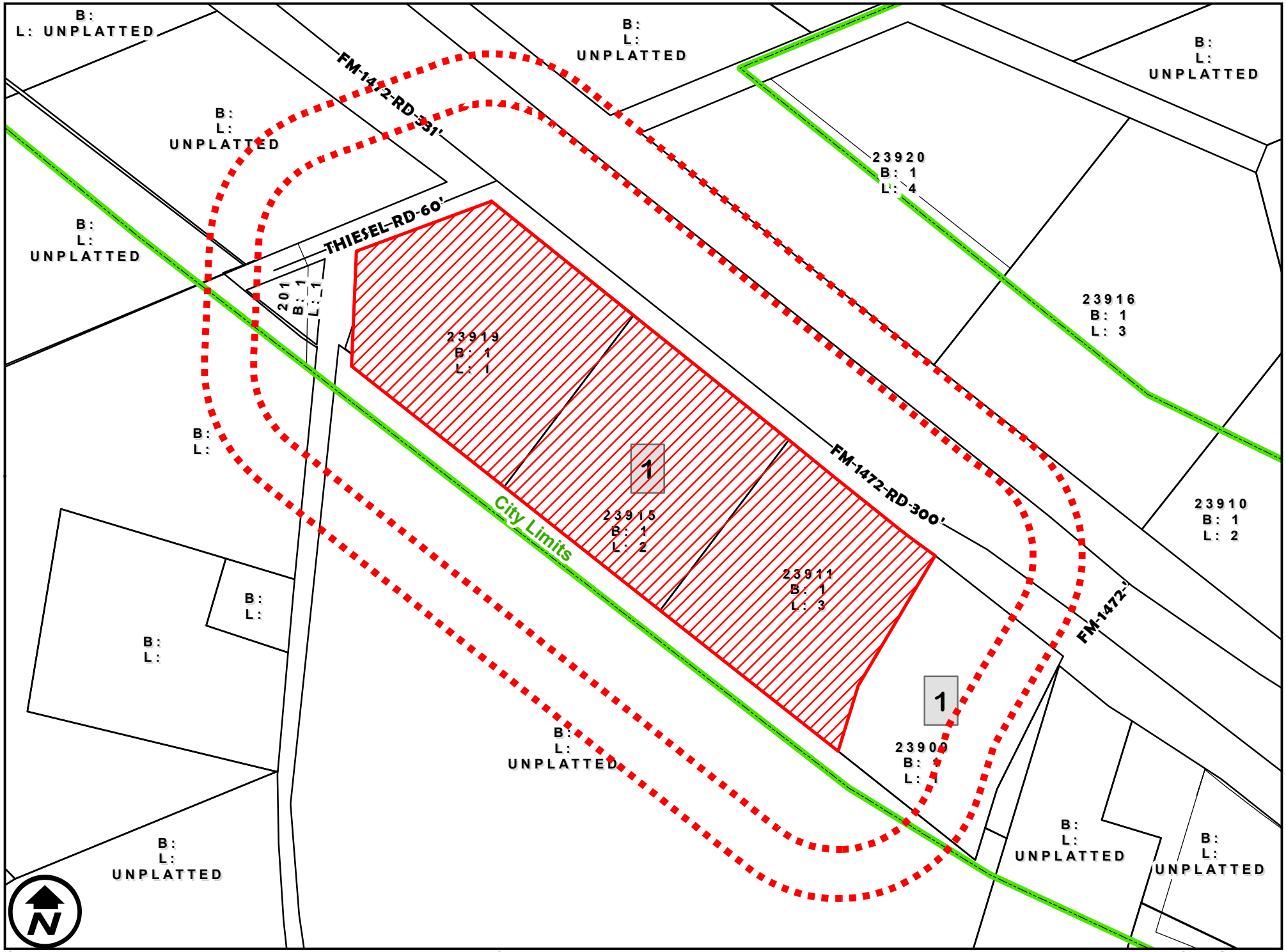


ZONING MAP

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

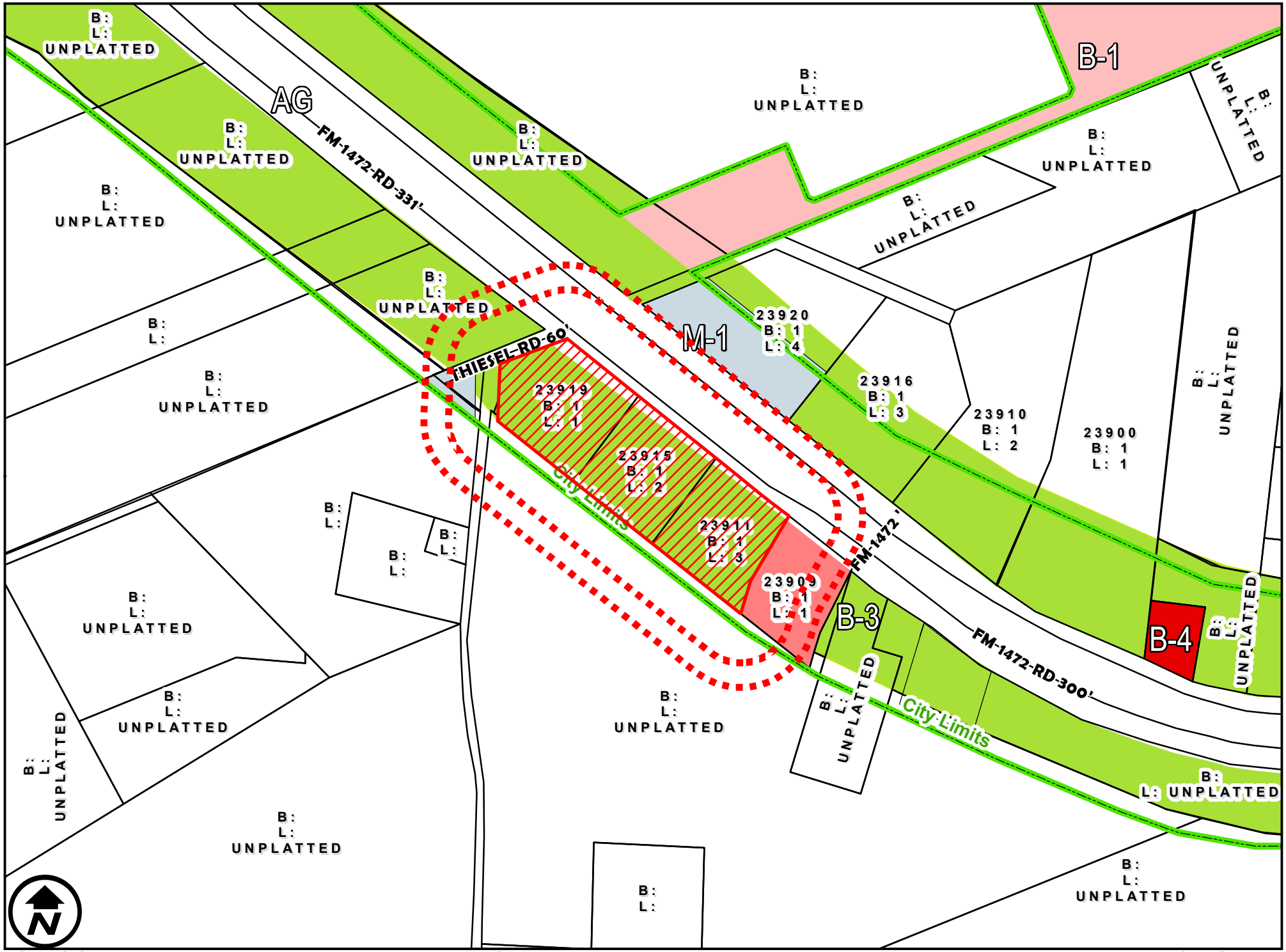


SURVEY MAP

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)

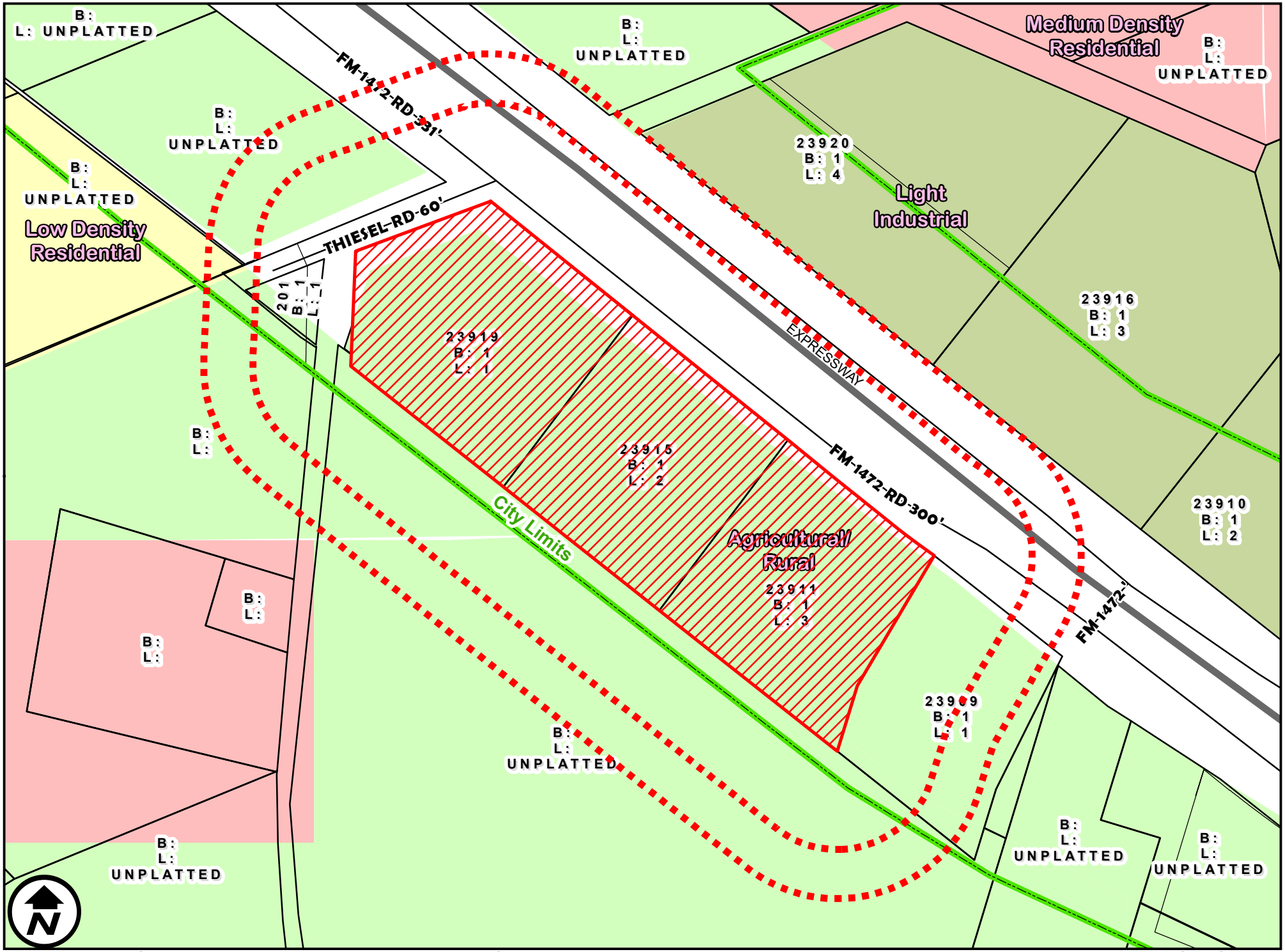


ZONING OVERVIEW

1 inch = 500 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

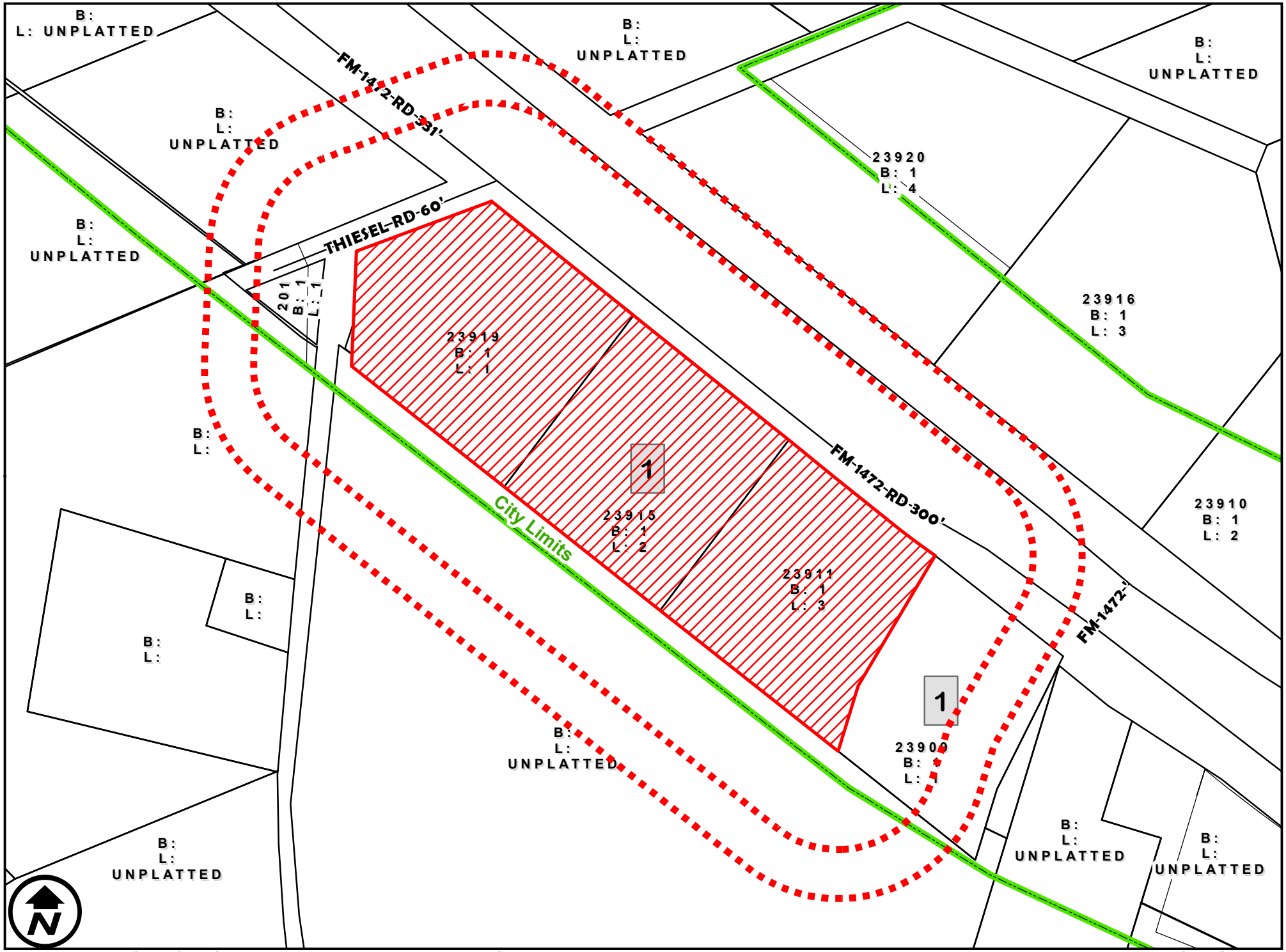


FUTURE LANDUSE

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 250 feet

ZC-060-2024
COUNCIL DISTRICT 7
23911, 23915, AND 23919 FM 1472

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGHT MANUFACTURING DISTRICT)


ZC-060-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM AG TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-172

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 1, 2, AND 3, BLOCK 1, LUISA GARCIA SUBDIVISION, PHASE1, LOCATED AT 23911, 23915, AND 23919 FM 1472, FROM AG (AGRICULTURE DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning Lots 1, 2, and 3, Block 1, Luisa Garcia Subdivision, Phase1, located at 23911, 23915, and 23919 FM 1472, from AG (Agriculture District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Final Readings 24.**

SUBJECT
An Ordinance of the City of Laredo, Texas, amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

ZC-062-2024
District II

Council District: District 2 **Zone Case:** ZC-062-2024

Letters sent to property owners: 271

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 6 to 0 vote recommended approval of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 09/3/2024

Initiated By: Jose A. Valdez Jr., Assistant City Manager/City Secretary
Initiated By: Cierra Vista Laredo, LLC, Owner;
Pat Murphy, Applicant;
Slay Engineering/Ramiro Ibarra, Representative
Staff Source: Vanessa Guerra, Interim Planning Director

SUBJECT

2024-O-173 Amending the Zoning Ordinance (Map) of the City of Laredo by approximately 234.4516 acres as further described by metes and bounds in attached Exhibit A and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

ZC-062-2024
District VII

PREVIOUS COUNCIL ACTION

On August 19, 2024, the City Council made a motion to introduce this item.

BACKGROUND

Council District: VII - Cm. Ricardo "Richie" Rangel, Jr.

Proposed use: The proposed use is residential.

Site: The site is currently vacant undeveloped land

Surrounding land uses: To the north of the site is Lomas Del Sur Boulevard, Econo Lodge, South Gate Commercial Plaza, Rock Fitness Center South, KD's Boutique, and single-family residential uses. To the east of the site is South Ejido Avenue, Centro de Carnes Texas, Dollar tree, Vital-Med Urgent Care, Family Dollar, and single-family residential uses. To the south of the site is Pita Mangana Road, Centeno Elementary School, and mixed-use residential uses. To the west of the site is U.S. Highway 83 (South Zapata Highway), Walmart Supercenter, Wingstop, vacant undeveloped land, Burger King, AT&T Store, Sally Beauty Supply, Gamestop, Subway, Just a Cut, Laredo Care Clinic-South, Peter Piper Pizza, Melrose Fashions, and U.S Border Patrol Training Center.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agriculture and Low Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Pita Mangana Road as a Minor Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 271 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the zone change. However, one (1) commissioner abstained from the vote.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the predominant Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which includes R-1B zoning districts.
2. The proposed zone change meets the Laredo Land Development Code, Section 24.65.9, R-1B Single Family High Density District requirement, stating R-1B zoning districts shall be for new subdivision developments.
3. The proposed zone change is in character with the surrounding land uses. The property abuts residential uses to the north and east of the site.

Staff **supports** the application.

R-1B. The purpose of the R-1B (Single Family High Density District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet.

Is this change contrary to the established land use pattern?
No. There are residential uses to the north and east of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone change will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
No. it is not anticipated to have a negative impact in the surrounding rea or neighborhood

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zones do not allow for a single family high density residential uses intended by the applicant.

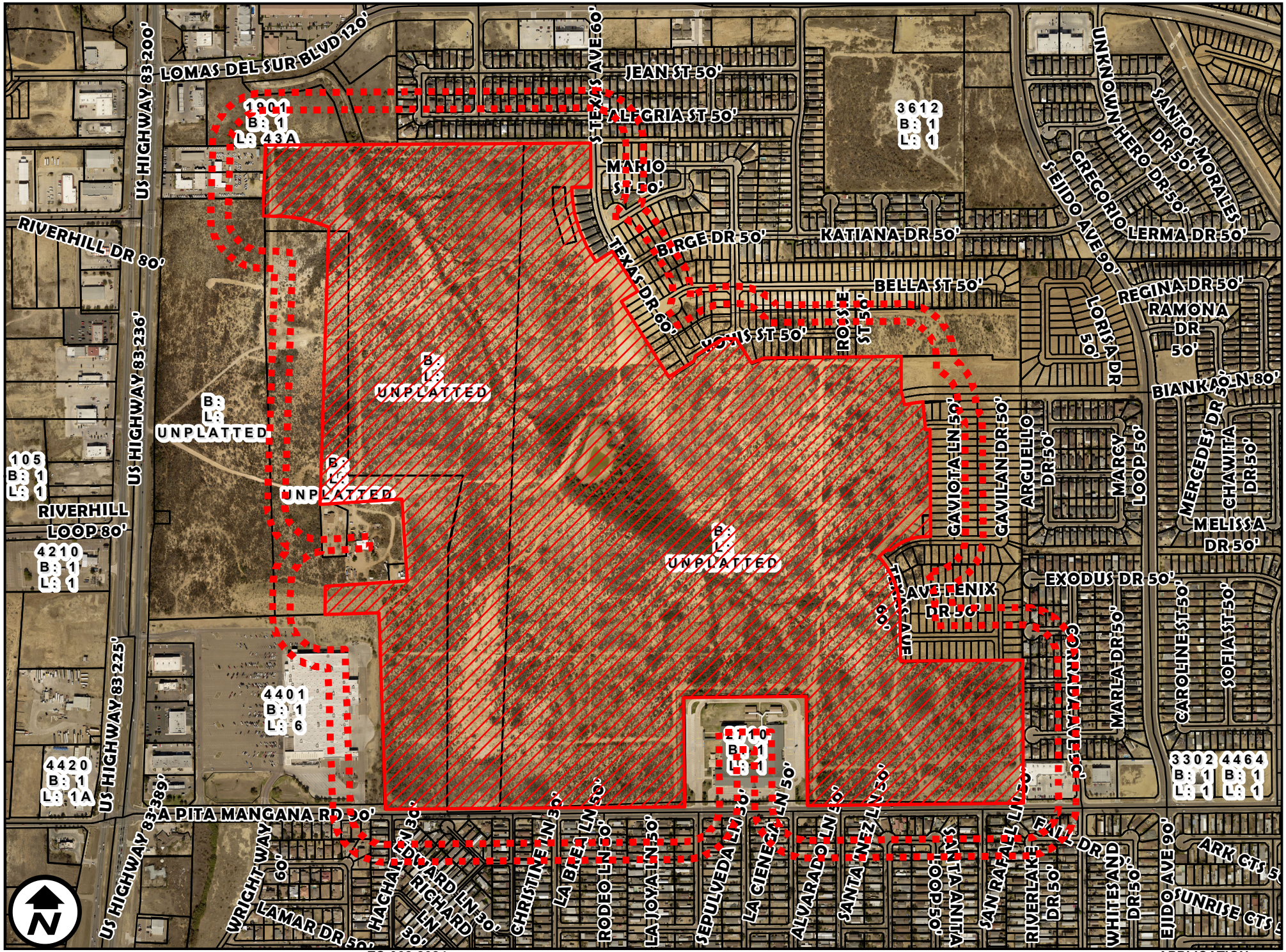
Attachments

Maps

Survey, Metes, and Bounds

Zone Change Signage

Final Ordinance

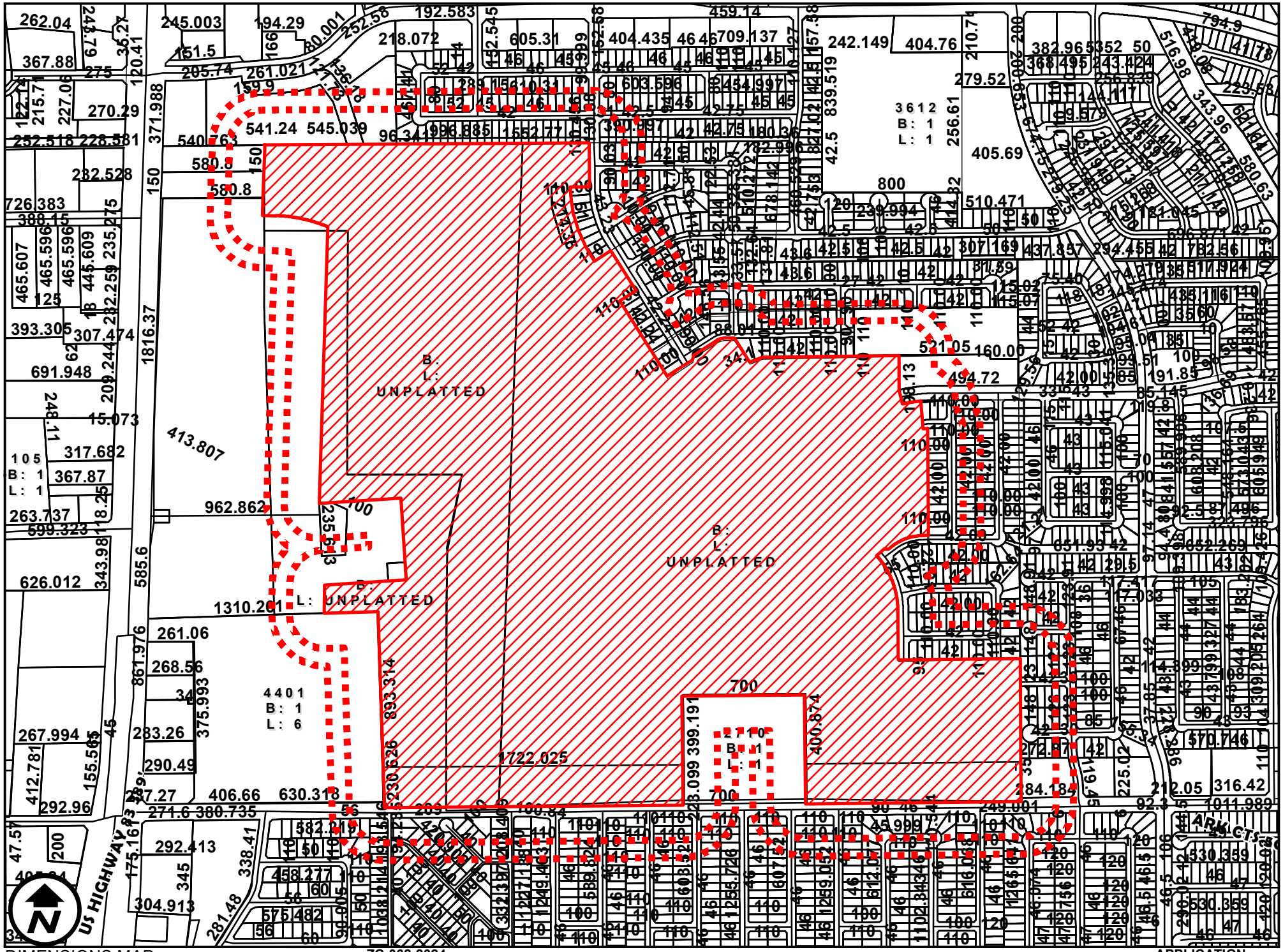


AERIAL MAP

1 inch = 700 feet

ZC-062-2024
COUNCIL DISTRICT 2
NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
AND 4016 COLIBRI DRIVE

APPLICATION
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR
AND AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 700 feet

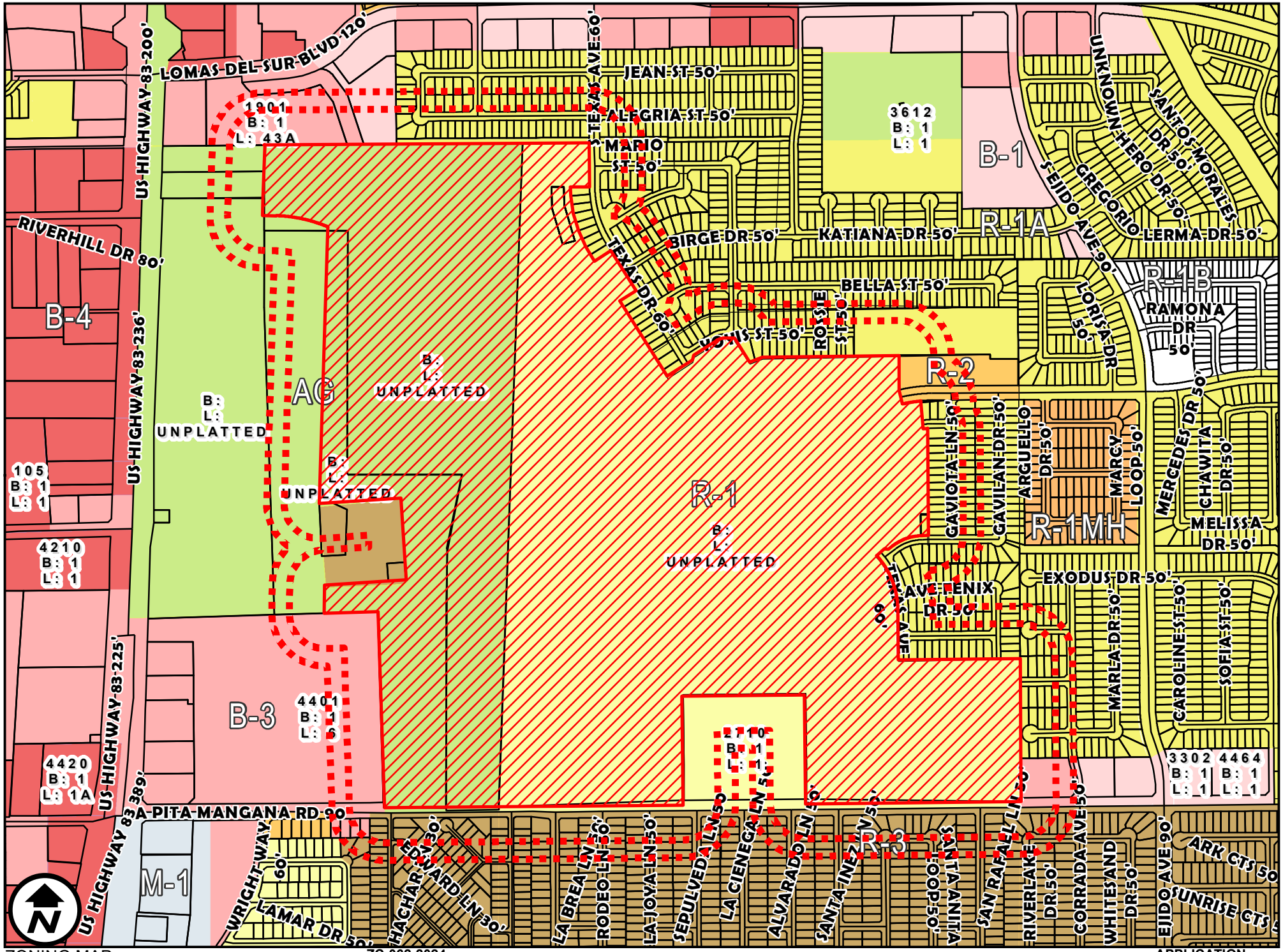
ZC-062-2024

COUNCIL DISTRICT 2

NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83 AND 4016 COLIBRI DRIVE

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

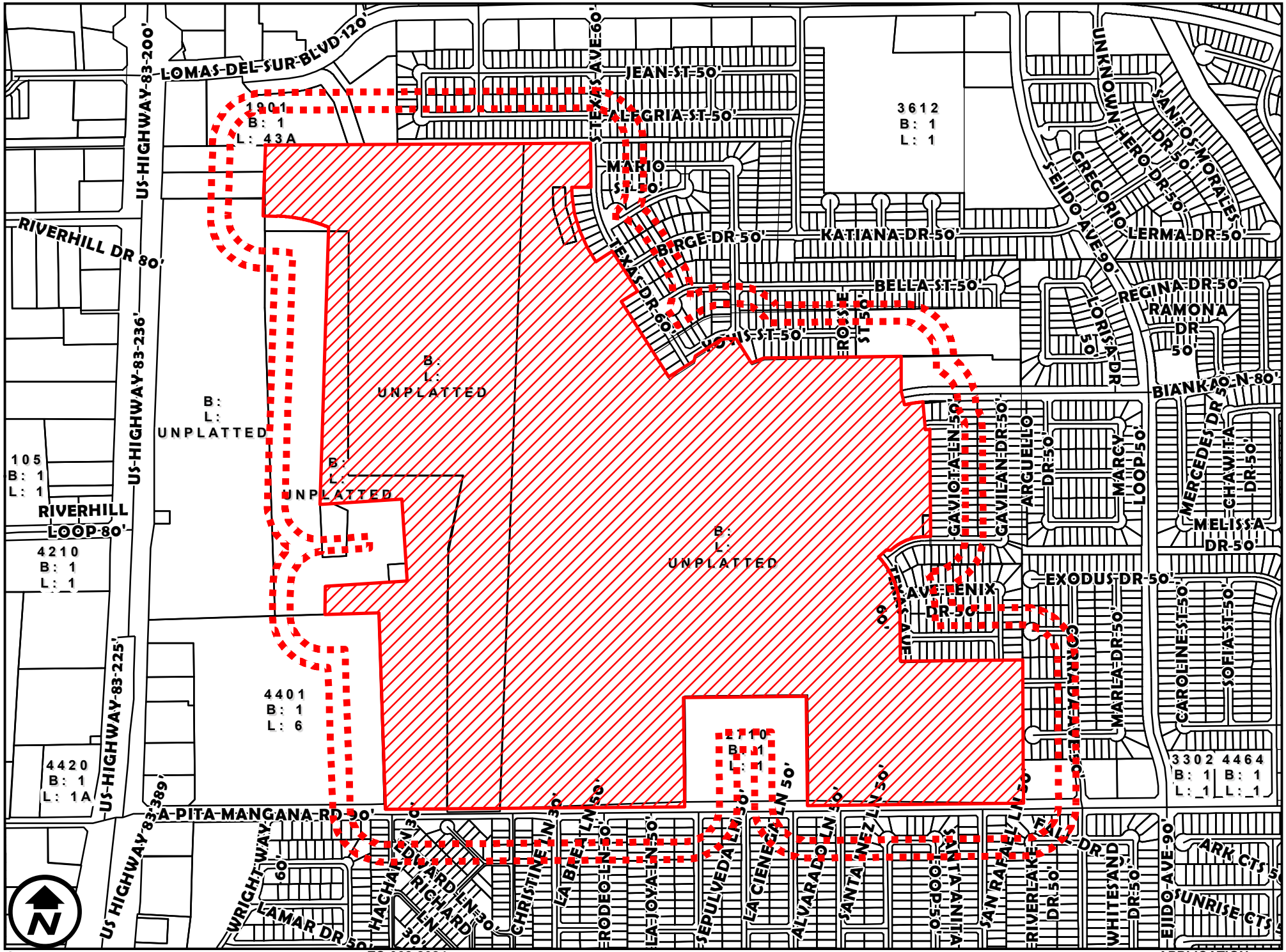


ZONING MAP

1 inch = 700 feet

ZC-062-2024
COUNCIL DISTRICT 2
NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83 AND 4016 COLIBRI DRIVE

APPLICATION
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR
AND AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



SURVEY MAP

1 inch = 700 feet

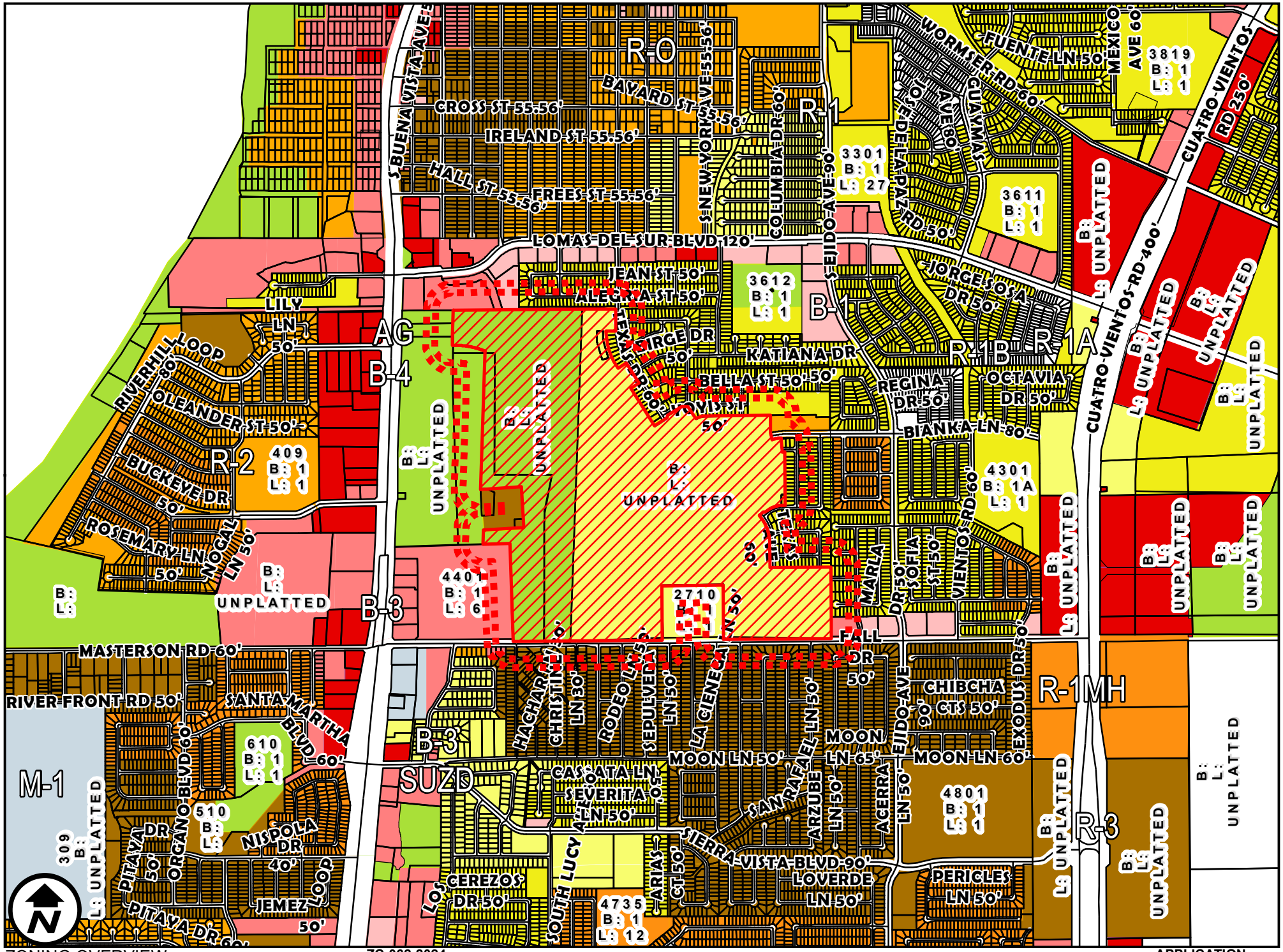
ZC-062-2024

COUNCIL DISTRICT 2

NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83 AND 4016 COLIBRI DRIVE

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

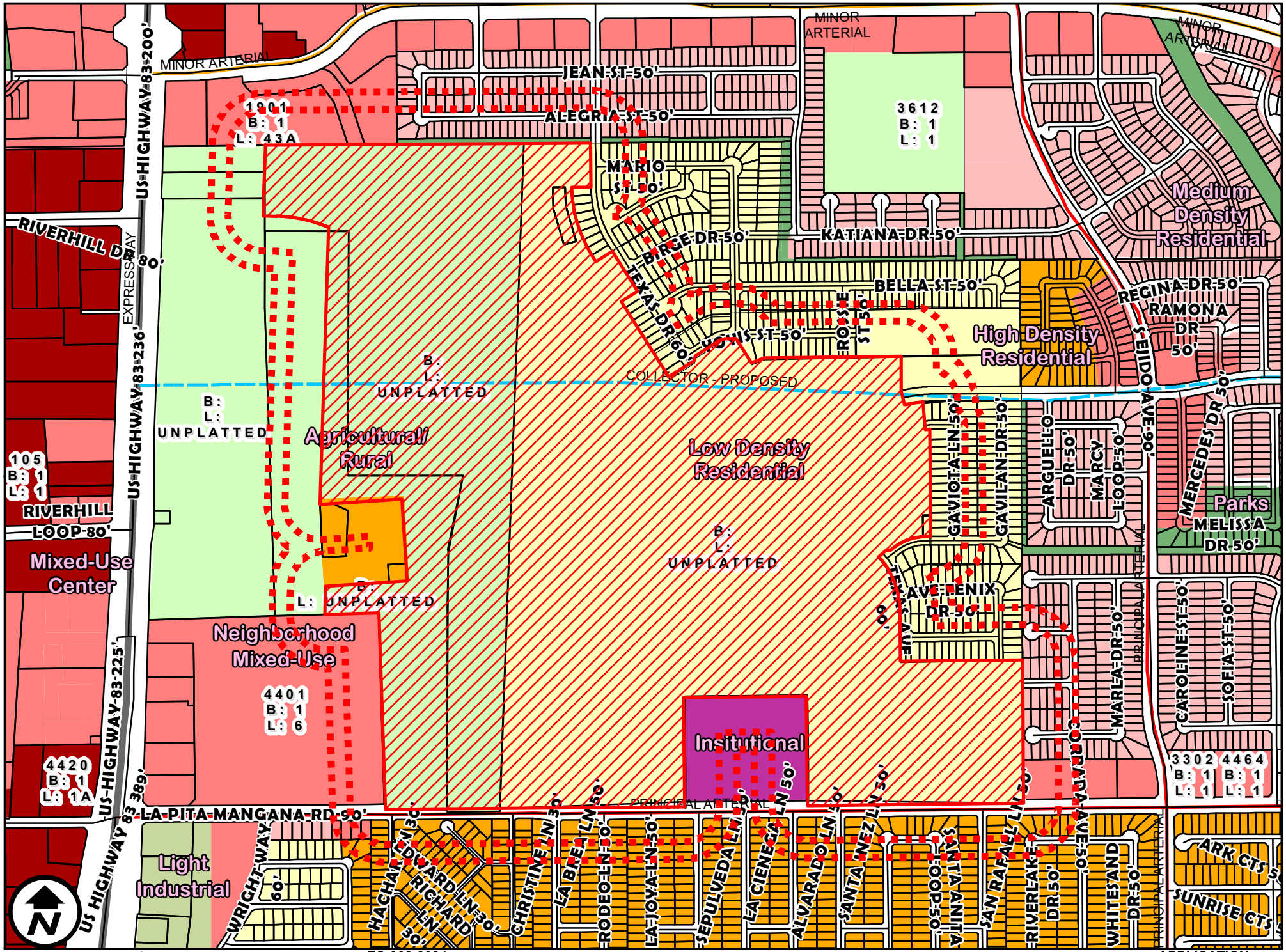


ZONING OVERVIEW

1 inch = 1,400 feet

ZC-062-2024
COUNCIL DISTRICT 2
NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
AND 4016 COLIBRI DRIVE

APPLICATION
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR
AND AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

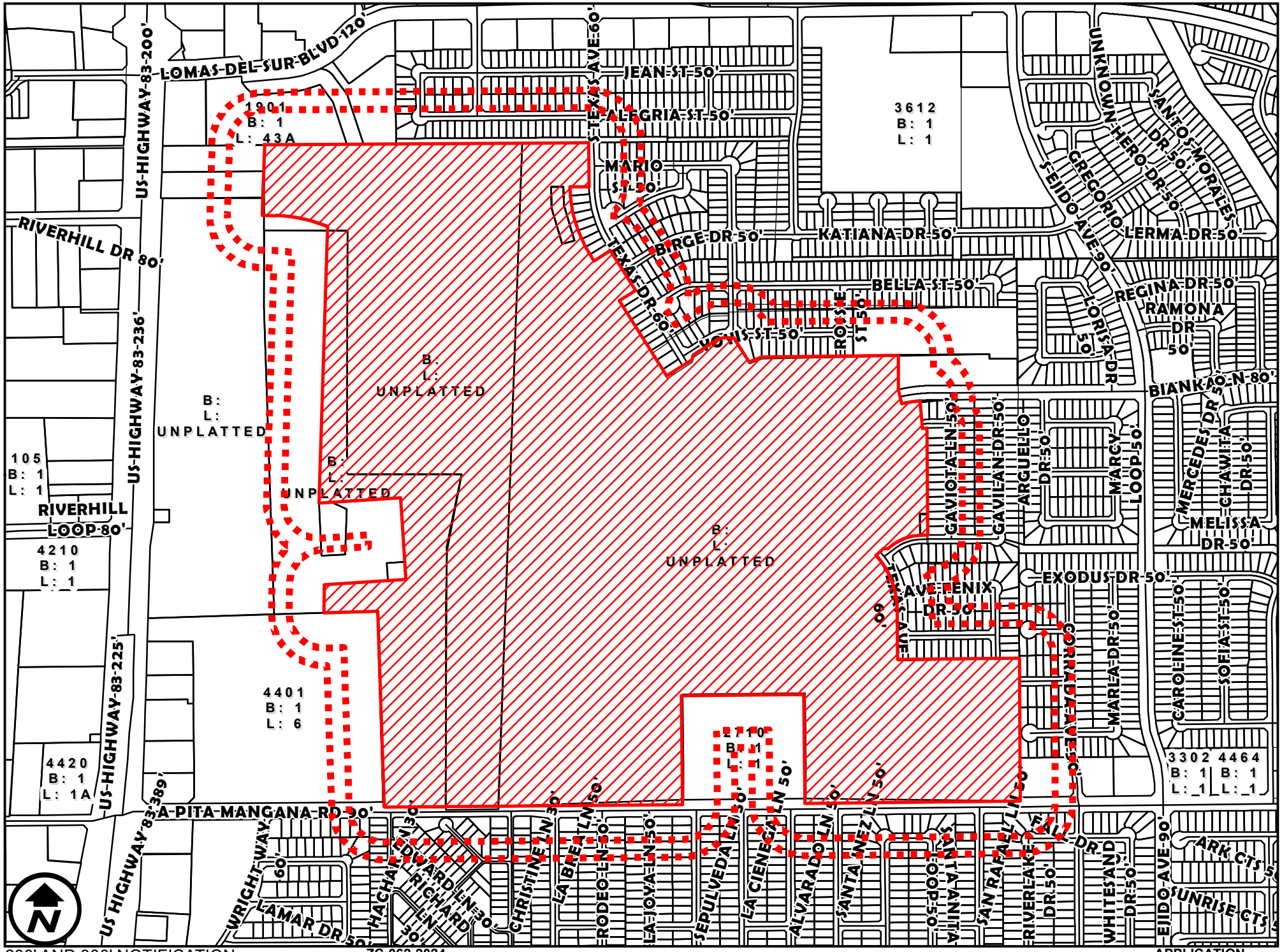


FUTURE LANDUSE

1 inch = 700 feet

ZC-062-2024
COUNCIL DISTRICT 2
NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83
AND 4016 COLIBRI DRIVE

APPLICATION
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR
AND AG (AGRICULTURAL DISTRICT) TO
R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 700 feet

ZC-062-2024

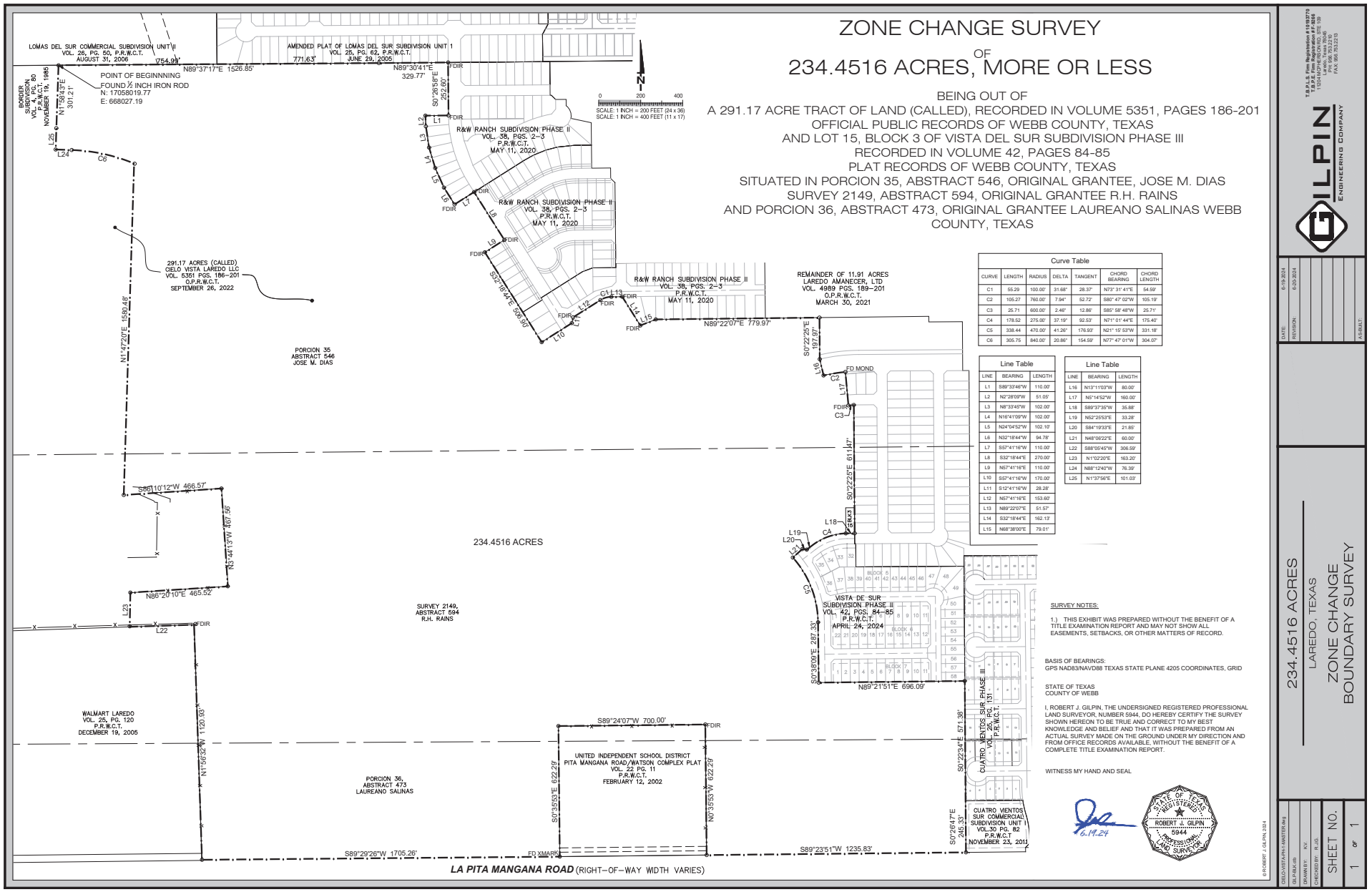
COUNCIL DISTRICT 2

NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83 AND 4016 COLIBRI DRIVE

APPLICATION

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTR AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT)

Exhibit A


ZONE CHANGE SURVEY
OF
234.4516 ACRES, MORE OR LESS
BEING OUT OF
A 291.17 ACRE TRACT OF LAND (CALLED), RECORDED IN VOLUME 5351, PAGES 186-201
OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
AND LOT 15, BLOCK 3 OF VISTA DEL SUR SUBDIVISION PHASE III
RECORDED IN VOLUME 42, PAGES 84-85
PLAT RECORDS OF WEBB COUNTY, TEXAS
SITUATED IN PORCION 35, ABSTRACT 546, ORIGINAL GRANTEE, JOSE M. DIAS
SURVEY 2149, ABSTRACT 594, ORIGINAL GRANTEE R.H. RAINS
AND PORCION 36, ABSTRACT 473, ORIGINAL GRANTEE LAUREANO SALINAS WEBB
COUNTY, TEXAS
234.4516 ACRES
291.17 ACRES (CALLED)
CIELO VISTA LAREDO LLC
VOL. 5351 PGS. 186-201
O.P.R.W.C.T.
SEPTEMBER 26, 2022
PORCION 35
ABSTRACT 546
JOSE M. DIAS
SURVEY 2149,
ABSTRACT 594
R.H. RAINS
PORCION 36,
ABSTRACT 473
LAUREANO SALINAS
POINT OF BEGINNNING
FOUND ½ INCH IRON ROD
N: 17058019.77
E: 688027.19
LOMAS DEL SUR COMMERCIAL SUBDIVISION UNIT VI
VOL. 26, PG. 50, P.R.W.C.T.
AUGUST 31, 2006
AMENDED PLAT OF LOMAS DEL SUR SUBDIVISION UNIT 1
VOL. 25, PG. 62, P.R.W.C.T.
JUNE 29, 2005
BORDER SUBDIVISION VOL. 4, PG. 80 P.R.W.C.T. NOVEMBER 19, 1985
R&W RANCH SUBDIVISION PHASE II
VOL. 38, PGS. 2-3
P.R.W.C.T.
MAY 11, 2020
REMAINDER OF 11.91 ACRES
LAREDO AMANECER, LTD
VOL. 4989 PGS. 189-201
O.P.R.W.C.T.
MARCH 30, 2021
VISTA DE SUR
SUBDIVISION PHASE II
VOL. 42, PGS. 84-85
P.R.W.C.T.
APRIL 24, 2024
CUATRO VIENTOS SUR PHASE III
VOL. 131, PG. 251
P.R.W.C.T.
CUATRO VIENTOS SUR COMMERCIAL SUBDIVISION UNIT I
VOL. 30, PG. 82
P.R.W.C.T.
NOVEMBER 23, 2011
WALMART LAREDO
VOL. 25, PG. 120
P.R.W.C.T.
DECEMBER 19, 2005
UNITED INDEPENDENT SCHOOL DISTRICT
PITA MANGANA ROAD/WATSON COMPLEX PLAT
VOL. 22 PG. 11
P.R.W.C.T.
FEBRUARY 12, 2002
LA PITA MANGANA ROAD (RIGHT-OF-WAY WIDTH VARIES)
SCALE: 1 INCH = 200 FEET (24 x 36)
SCALE: 1 INCH = 400 FEET (11 x 17)
Curve Table
CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD BEARING | CHORD LENGTH
C1 | 55.29 | 100.00' | 31.68° | 28.37' | N73° 31' 41"E | 54.59'
C2 | 105.27 | 760.00' | 7.94° | 52.72' | S80° 47' 02"W | 105.19'
C3 | 25.71 | 600.00' | 2.46° | 12.86' | S85° 58' 48"W | 25.71'
C4 | 178.52 | 275.00' | 37.19° | 92.53' | N71° 01' 44"E | 175.40'
C5 | 338.44 | 470.00' | 41.26° | 176.93' | N21° 15' 53"W | 331.18'
C6 | 305.75 | 840.00' | 20.86° | 154.59' | N77° 47' 01"W | 304.07'
Line Table
LINE | BEARING | LENGTH
L1 | S89°33'46"W | 110.00'
L2 | N2°28'09"W | 51.05'
L3 | N8°33'45"W | 102.00'
L4 | N16°41'09"W | 102.00'
L5 | N24°04'52"W | 102.10'
L6 | N32°18'44"W | 94.78'
L7 | S57°41'16"W | 110.00'
L8 | S32°18'44"E | 270.00'
L9 | N57°41'16"E | 110.00'
L10 | S57°41'16"W | 170.00'
L11 | S12°41'16"W | 28.28'
L12 | N57°41'16"E | 153.66'
L13 | N89°22'07"E | 51.57'
L14 | S32°18'44"E | 162.13'
L15 | N68°38'00"E | 79.01'
Line Table
LINE | BEARING | LENGTH
L16 | N13°11'03"W | 80.00'
L17 | N5°14'52"W | 160.00'
L18 | S89°37'35"W | 35.88'
L19 | N52°25'53"E | 33.28'
L20 | S84°19'33"E | 21.85'
L21 | N48°08'22"E | 60.00'
L22 | S88°05'45"W | 306.59'
L23 | N1°02'20"E | 163.20'
L24 | N88°12'40"W | 76.39'
L25 | N1°37'56"E | 101.03'
SURVEY NOTES:
1.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.
BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID
STATE OF TEXAS
COUNTY OF WEBB
I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.
WITNESS MY HAND AND SEAL
6-19-24
STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR
T.B.P.L.S. Firm Registration #10027700
T.B.P.E. Firm Registration # F-8656
1200 MCPHERSON RD, STE 109
LAREDO, TX 78041
PH 956.753.2233
FAX 956.753.2233
GILPIN
ENGINEERING COMPANY
DATE 6-19-2024
REVISION 6-20-2024
AS-BUILT
234.4516 ACRES
LAREDO, TEXAS
ZONE CHANGE
BOUNDARY SURVEY
SHEET NO. 1 OF 1
CIELO-VISTA-RH-1-MASTER.dwg
GILPIN
DRAWN BY: KV
CHECKED BY: R. GILPIN
©ROBERT J. GILPIN 2024

STATE OF TEXAS*
COUNTY OF WEBB*
234.4516 ACRES

FIELD NOTES DESCRIBING A 234.4516 ACRE PARCEL, MORE OR LESS, BEING OUT OF A 291.17 ACRE TRACT (CALLED), RECORDED IN VOLUME 5351, PAGES 186-201, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS AND LOT 15 OF BLOCK 3, VISTA DE SUR SUBDIVISION PHASE II, RECORDED IN VOLUME 42, PAGE 84-85, PLAT RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED PARCEL SITUATED IN PORCION 35, ABSTRACT 546, OROGINAL GRANTEE JOSE M. DIAS, SURVEY 2149, ABSTRACT 594, ORIGINAL GRANTEE R.H. RAINS AND PORCION 36, ABSTRACT 473, ORIGINAL GRANTEE LAUREANO SALINAS, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod, being the most northerly northwest corner of said 291.17 Acre Tract, same being the northeasterly corner of Border Subdivision, recorded in Volume 4, Page 80, Plat Records of Webb County, Texas, situated on the southerly boundary line of Lomas del Sur Commercial Subdivision, Unit II, for the **POINT OF BEGINNING** of this 234.4516 Acre Parcel, and the **northwesterly corner** hereof;

Thence, N89°37’17”E, with the northerly line of said 291.17 Acre Tract same being the northerly line of herein described parcel, a distance of 1,526.85 feet, for a point of deflection hereof;

Thence, N89°30’41”E, with the northerly line of said 291.17 Acre Tract same being the northerly line of herein described parcel, a distance of 329.77 feet, for the **northeasterly corner** hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

S0° 26' 58"E, a distance of 252.60 feet;
S89° 33' 46"W, a distance of 110.00 feet;
S2° 28' 09"E, a distance of 51.05 feet;
S8° 33' 45"E, a distance of 102.00 feet;
S16° 41' 09"E , a distance of 102.00 feet;
S24° 04' 52"E, a distance of 102.10 feet;
S32° 18' 44"E, a distance of 94.78 feet;
N57° 41' 16"E, a distance of 110.00 feet;
S32° 18' 44"E, a distance of 270.00 feet;
S57° 41' 16"W, a distance of 110.00 feet;
S32° 18' 44"E, a distance of 506.90 feet;
N57° 41' 16"E, a distance of 170.00 feet;
N12° 41' 16"E, a distance of 28.28 feet;

Thence N57° 41' 16"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 153.60 feet, for a point of curvature hereof;

Thence along a curve to the right, with a chord bearing N73° 31' 41"E, 54.59 feet, subtended by an arc having a radius of 100.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 55.29 feet, for a point of tangency hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

N89° 22' 07"E, a distance of 51.57 feet;
S32° 18' 44"E, a distance of 162.13 feet;
N68° 38' 00"E, a distance of 79.01 feet;
N89° 22' 07"E, a distance of 779.97 feet;
S0° 22' 25"E, a distance of 197.97 feet;

Thence, S13° 11' 03"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 80.00 feet, for an interior corner hereof;

Thence, along a curve to the right, with a chord bearing N80°47’02”E, 105.19 feet, subtended by an arc having a radius of 760.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 105.27 feet, for an exterior corner hereof;

Thence, S5° 14' 52"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 160.00 feet, for an interior corner hereof;

Thence, along a curve to the right, with a chord bearing N85° 58' 48"E, 25.71 feet, subtended by an arc having a radius of 600.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 25.71 feet, for an exterior corner hereof;

Thence, S00°22’25”E, with the easterly line herein described parcel, a distance of 611.47 feet, for an interior corner hereof;

Thence, S89° 37' 35"W, with the easterly line of herein described parcel, a distance of 35.88 feet, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing S71° 01' 44"W, 175.40 feet, subtended by an arc having a radius of 275.00 feet, with the easterly line of herein described parcel, a distance of 178.52 feet, for a point of tangency hereof;

Thence S52° 25' 53"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 33.28 feet, for a point of deflection hereof;

Thence N84° 19' 33"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 21.85 feet, for a point of deflection hereof;

Thence S48° 06' 22"W, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 60.00 feet, for a point of deflection hereof;

Thence, along a curve to the left, with a chord bearing S21° 15' 53"E, 331.18 feet, subtended by an arc having a radius of 470.00 feet, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 338.44 feet, for a point of tangency hereof;

Thence along the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, for the following points of deflection hereof;

S0° 38' 09"E, a distance of 287.33 feet;
N89° 21' 51"E, a distance of 696.09 feet;
S0° 22' 34"E, a distance of 571.38 feet;

Thence, S0° 26' 47"E, with the easterly line of said 291.17 Acre Tract, same being the easterly line of herein described parcel, a distance of 245.33 feet being the southeasterly corner of said 291.17 Acre Tract, situated on the northerly Right-of-Way line of La Pita Mangana Road, for the southeasterly corner hereof;

Thence along the southerly line of said 291.17 Acre Tract, same being the southerly line of herein described parcel, for the following points of deflection hereof;

S89° 23' 51"W, a distance of 1,235.83 feet;
N0° 35' 53"W, a distance of 622.29 feet;
S89° 24' 07"W, a distance of 700.00 feet;
S0° 35' 53"E, a distance of 622.29 feet;

Thence, S89° 29' 26"W, with the common boundary between said La Pita Mangana Right-of-Way and said 291.17 Acre Tract, same being the southerly line of herein described parcel, a distance of 1,705.26 feet, for the southwesterly corner hereof;

Thence, with the westerly line of herein described parcel, for the following points of deflection hereof;

N1° 56' 32"W, a distance of 1,120.93 feet;
S88° 05' 45"W, a distance of 306.59 feet;
N1° 02' 20"E, a distance of 163.20 feet;
N86° 20' 10"E, a distance of 465.52 feet;
N3° 44' 13"W, a distance of 467.56 feet;
S86° 10' 12"W, a distance of 466.57 feet;

Thence, N1° 47' 20"E, with the westerly line of herein described parcel, a distance of 1,580.48 feet, for an interior corner hereof;

Thence, along a curve to the left, with a chord N77°47’01”W, 304.07 feet, subtended by an arc having a radius of 840.00 feet, with the westerly line of herein described parcel, a distance of 305.75 feet, for a point of tangency hereof;

Thence, N88° 12' 40"W, with the westerly line of herein described parcel, a distance of 76.39 feet, for an exterior corner hereof;

Thence, N1° 37' 56"E with the westerly line of herein described parcel, a distance of 101.03 feet, for a point of deflection hereof;

Thence, N1° 58' 43"E, with the westerly line of herein described parcel, a distance of 301.21 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 234.4516 Acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

6-19-24




ZC-062-2024
ATTENTION
PROPOSED
ZONE CHANGE
FROM R1 & AG TO R-1B
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO. 2024-O-173

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY APPROXIMATELY 234.4516 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A AND LOT 15, BLOCK 3, VISTA DEL SUR SUBDIVISION, PHASE III, LOCATED NORTH OF PITA MANGANA ROAD AND EAST OF US HIGHWAY 83, AND 4016 CALIBRI DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), R-1A (SINGLE FAMILY REDUCED AREA DISTRICT), AND AG (AGRICULTURAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 234.4516 acres and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 18, 2024; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on August 19, 2024 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning approximately 234.4516 acres and Lot 15, Block 3, Vista del Sur Subdivision, Phase III, located north of Pita Mangana Road and east of US Highway 83, and 4016 Calibri Drive, from R-1 (Single Family Residential District), R-1A (Single Family Reduced Area District), and AG (Agricultural District) to R-1B (Single Family High Density Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Consent Agenda 25.**

SUBJECT
Consideration to renew contract FY20-020 Parking Management & Equipment System to include operating costs for SP Plus Corporation, Cleveland, OH to manage the parking system for an annual amount not exceed $294,380.00. The term of this contract shall be for a period of one-year beginning as the date of its execution and is contingent upon the availability of appropriated funds. This is the last extension period for this contract. Funding is available in the International Airport Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 5/15/2023.

BACKGROUND
SP Plus Corporation is the merchant of record and manage turnkey of revenues & expenditures for managing everyday operations of the Airport Parking Program. The operating cost is adjusted an approved yearly/mutually by Airport and SP Plus administration to meet the operational needs.

This overall Parking Mgmt. System/Operation has the Airport's desire to implement an on-demand service for ADA patrons that may be transported without charge to and from the long-term parking lot and the airport terminal SP Plus will bear the costs to transport and provide a service vehicle in good condition and dedicated to the LRD operation. Only the ongoing maintenance, fuel, and insurance will be part of the reimbursable operating expenses. The vehicle will further allow SP Plus personnel to perform emergency battery starts, provide escort services for ADA requests, perform daily vehicle inventory, and drive parking lots to remove debris or trash.

Summary:

SP Plus Parking Management
Operating Expenses - Oct.2023 - Sept. 2024 $271,133.00
Operating Expenses - Oct.2024 - Sept. 2025 $294,380.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	International Airport Fund.
Account #:	242-3605-583-5588.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Funding is available in the International Airport Fund under Support Services Account 242-3605-583-5588.

City of Laredo
Purchasing Division

August 1, 2024

Mr. Jason Finch
SP Plus Corporation
200 E. Randolph St.
Chicago, IL 60601

Re: Parking Management
Contract FY20-020

Dear Mr. Finch,

A contract for Parking Management for the City of Laredo Airport was approved by City Council and awarded to your company on 06/15/2020. The term of this contract was for a three (3) year term. This contract has an option to renew two (2) additional (1) one-year period upon mutual agreement of parties. This is the last renewal.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime Zapata
Purchasing Agent

SP Plus Corporation.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Jason Finch

Print Name: Jason Finch - President West Airports

Date: 8/5/2024

City Council

Meeting Date: 9/3/2024 **Consent Agenda 26.**

SUBJECT
Consideration to authorize the City Manager to enter into a professional services agreement with RS&H, Inc., San Antonio, TX in an amount not to exceed $1,698,428.54, for the purposes of preparing an Airport Master Plan Update and a Pavement Management Program for the Laredo International Airport. Funding is available through the Laredo International Airport Operation Fund and will be reimbursed through a future FAA Grant (Grant 107), which shall cover 90% of the cost ($1,528,585.69) with a local match of 10% ($169,842.85).

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo owns and operates the Laredo International Airport (LRD or Airport). LRD has requested that RS&H, Inc. (RS&H) provide this Scope of Work for an Airport Master Plan (MP) and a Pavement Management Program (PMP). These efforts will be initiated concurrently.

The objective of the Master Plan is to assess the short, medium and long-term development needs for Laredo International Airport, paying particular attention to the runway system (replacement or other solutions for the deteriorating EMAS), cargo activity and growing passenger demand.

The last Master Plan was completed in 2015. Significant changes at LRD have occurred since then, including an increase in cargo demand, new aviation support development, changes in airfield geometry and an adjustment to the Airport property boundary due to roadway improvements along Bob Bullock Blvd.

This Master Plan Update will provide the Airport with a comprehensive roadmap for future development by integrating the Pavement Management System (PMS) with the preferred Airport Development Plan. The master plan will also have an extensive review of the runway length, exit points, and need for EMAS, declared distances, extension, or other solutions to address the long-term resolution of the deteriorating EMAS.

The Airport Master Plan will include the following major tasks:
1) Project Initiation
2) Inventory of Existing Conditions
3) Aviation Demand Forecasts
4) Facility Requirements
5) Identification and Evaluation of Alternatives
6) Environmental Overview and NEPA Strategy
7) Capital Improvement Program and Financial Feasibility

8) Airport Layout Plan Set
9) Documentation
10) Pavement Management Program
11) Public Involvement Plan
12) Project Management

The PMP (included as Task 11 of this overall project) include the following major components:
1) Pavement Condition Index (PCI) inspection,
2) Pavement Management Plan (PMP) preparation, and
3) Pavement Classification Rating (PCR) calculation.

COMMITTEE RECOMMENDATION
Airport Advisory Board recommends the approval of this motion.

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Airport Operation Fund (Consultant Fees)
Account #:	242-3605-583-5526
Change Order: Exceeds 25% Y/N:	N.

FINANCIAL IMPACT:
Funding of $1,698,428.54 is available under Airport Operation Fund (Consultant Fees) Account No. 242-3605-583-5526.

Project will be reimbursed through a future FAA Grant (Grant 107), which shall cover 90% of the cost ($1,528,585.69) with a local match of 10% ($169,842.85).

Airport Master Plan and Pavement Management Program for Laredo International Airport Scope of Services

Version 1.0
August 1, 2024
Laredo International Airport
Laredo City, TX
RS&H Project No.: XXXX.XXXX.XXX

Prepared by RS&H at the direction of the City of Laredo which governs the Laredo International Airport.

PROJECT OVERVIEW

The City of Laredo owns and operates the Laredo International Airport (LRD or Airport). LRD has requested that RS&H, Inc. (RS&H) provide this Scope of Work for an Airport Master Plan (MP) and a Pavement Management Program (PMP). These efforts will be initiated concurrently.

The Airport Master Plan will include the following major tasks:

1) Project Initiation
2) Inventory of Existing Conditions
3) Aviation Demand Forecasts
4) Facility Requirements
5) Identification and Evaluation of Alternatives
6) Environmental Overview and NEPA Strategy
7) Capital Improvement Program and Financial Feasibility
8) Airport Layout Plan Set
9) Documentation
10) Pavement Management Program
11) Public Involvement Plan
12) Project Management

The PMP (included as Task 11 of this overall project) include the following major components:

1) Pavement Condition Index (PCI) inspection,
2) Pavement Management Plan (PMP) preparation, and
3) Pavement Classification Rating (PCR) calculation.

TASK 1 PROJECT INITIATION AND KICKOFF MEETING

1.1 PROJECT INITIATION

RS&H will assist airport staff in establishing specific goals, objectives, means and parameters for specified services. This involves preparing a detailed plan for accomplishing the services, including a scope of services, project budget, a schedule for accomplishing the services, and a project management plan necessary to accomplish the services.

1.1.1 Project Management Plan

RS&H will prepare a project management plan (PMP) for this project. The PMP will define project processes and procedures, identify a list of deliverables, and provide a schedule of proposed meeting dates, estimated deliverable dates, review periods, revision periods, and estimated final submittal dates. The PMP will be detailed to describe work breakdown structure, logical flow of work efforts, identification of stakeholders, team assignments, levels of effort, and costs. Based on airport staff direction, a directory of project stakeholders and contacts will be prepared.

To achieve the vision for LRD, discrete tasks will be organized into concurrent and sequential activities, identification of the steps to be taken to perform thorough and defensible analysis to expedite FAA approvals. This document becomes the framework for preparation of articulate, well-written documents and

delivery of products within the 24-month schedule. RS&H anticipates that the analysis, coordination, and meetings will require 20 months to complete, with the remainder of the schedule reserved for FAA and State review.

1.1.2 Coordination with FAA Staff

RS&H will assist LRD with coordination regarding FAA grants for the LRD Master Plan Study. The following activities will be conducted:

- Submittal of the LRD Master Plan Study scope of work, budget, and schedule to FAA or independent consultant, as requested by.
- Response to comments from FAA, and/or independent consultant on scope of work, budget, and schedule.
- A maximum of two teleconferences and one in person meeting to discuss comments and/or response to comments are anticipated.

1.2 COORDINATION WITH OTHER ONGOING PROJECTS OR CAPITAL PROGRAMS

RS&H will coordinate with LRD staff (or other project leads if requested) for other LRD projects or capital programs that will be active and ongoing during the development of the LRD Master Plan Study. Coordination will be necessary to exchange information about projects with a focus towards avoiding duplication of efforts and ensuring consistency in data assumptions. RS&H anticipates accomplishing this coordination based on teleconferences, in-person during the Kickoff meetings (Task 1.3) and data exchanges. A maximum of one (1) teleconference, and no (0) site additional site visits are anticipated for this data exchange, unless meetings overlap with other RS&H on-site visits.

1.3 KICKOFF MEETING

RS&H will establish coordination procedures between the LRD staff and others involved in the Master Plan, to define and clarify the mechanics of the project. These coordination procedures will be developed after the work program is finalized and will coincide with a kickoff meeting to organize team resources, plan project work efforts, and coordinate project schedule.

All study participants will meet via teleconference, while key members of the planning team will attend in person for two (2) days at the Airport. The FAA's Southwest Region Texas ADO Airport Planner and/or Program Manager will be invited to participate, if LRD deems necessary, as well as any other relevant Airport and City staff. The purpose will be to clarify the roles and responsibilities of team members. This will be followed by a meeting with LRD staff to review the study organization, and for a briefing on federal and state requirements, identification of outside coordination points, identification of data sources, and agreement of the community involvement processes. A tour of the Airport will be included in the day's itinerary. RS&H will send two (2) team members and utilize one (1) site visit to conduct this task.

1.4 VISIONING CHARRETTE

The Airport Visioning Charrette task will establish a composite view of how the airport should "look" and operate in the future, including sustainability, operational, financial practices, facilities, and services. RS&H

will prepare for and conduct one (1) half-day stakeholder visioning charrette. Airport staff are requested to attend the charrette as key contributors. The charrette will include discussions regarding development, compliance, financial, operational, community, environmental resources, and management goals and objectives for LRD. RS&H will send two (2) team members, for one (1) half-day, and utilize one (1) site visit to conduct this task. This task will identify the major issues facing LRD in the form of a situational analysis and will culminate with a refined set of objectives and a vision plan to guide the master plan process.

TASK 2 INVENTORY OF EXISTING CONDITIONS

RS&H will collect and review relevant airport and community data necessary to update the Airport's existing conditions, while gathering additional information required for use in subsequent tasks.

2.1 DATA COLLECTION AND REVIEW

RS&H will collect and review the following data sources and types with LRD staff to determine which information is readily available from LRD, the FAA, and other existing sources. Below are examples of resources that will be reviewed if available:

- Airport Layout Plan
- Current County Comprehensive Plan and subarea plans
- Regional transportation studies
- Storm water
  - Sampling results
  - Annual reports
  - Recent assessments
  - Sampling summaries
- Storm water permit and relevant correspondence with regulatory agencies
- Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention and Control (SPCC) plan
- Protected environment inventory
- Wetlands and floodplains inventory
- Energy use records (LRD-operated facilities)
- Water use records (LRD-operated facilities)
- Buildings and facilities layout and sizes as recorded by airport
- Existing Orth photogrammetry, aerial photography, and CADD Files of LRD
- Utility infrastructure and master plans
- Pavement condition and strength reports
- Airfield electrical plans and conditions
- Aeronautical charts and regional flight publications
- LRD capital improvement program
- FAA programmed aviation grant information
- LRD annual financial statements
- LRD/City Business and/or Strategic Plans
- Summary of Tenant lease agreements
- Exhibit 'A' property map
- Airport property titles and property interests
- Surrounding community parcel map and ownership data
- Fuel flowage activity
- LRD existing vehicle fleet
- Historical air traffic statistics
- Fix Base Operator (FBO) survey data, including aircraft type and time of operation
- Airspace structure and FAA use agreements
- Airport Master Record Form 5010

- FAA historical and forecast aviation activity
- Local comprehensive plans
- Existing and future land-use maps
- Zoning maps and airport noise/land use regulations
- Airport height zoning ordinances
- Community demographic and socioeconomic statistics and projections
- Municipal development plans adjacent to or near LRD
- Inventory and Implementation Plan
- Texas Statewide Aviation Forecast Update
- Hazardous material assessments and management plans (asbestos, lead paint, PCBs)
- Any legacy soil or groundwater contamination summaries
- ARFF fire training activities and chemical use
- Wildlife Hazard Assessment and Wildlife Hazard Management Plan

2.2 TENANT SURVEYS AND INTERVIEWS

RS&H will conduct in-person interviews if able to coordinate with tenants while on-site, otherwise virtual calls, and virtual group meetings with representatives of selected Airport tenants which will be used to solicit information such as satisfaction with current facilities, levels of activity conducted from the Airport, changes in how service may be provided such as use of regional partners, perceived Airport needs, future plans, and anticipated fleet changes. LRD staff will provide a contact list RS&H. Suggested representatives to be interviewed include:

- On-airport aeronautic service providers
- Frequent airport users
- On-airport major tenants, including cargo operators.

A **maximum** of ten (10) users that directly or indirectly impact the Airport will be contacted as part of this task. *It is important to note that the specific users or user groups will be developed in Task 5.1 Stakeholder Outreach and Collaboration Program. Each user will be contacted with an initial coordination call to establish the relationship and each subsequent call will be to gain information and understand issues that will aid in the analysis in later task.* This task will require two (2) members of the consulting team and an allocated three (3) hours with each of the ten (10) anticipated users for preliminary, contact and follow-up coordination.

2.3 AIRFIELD VISUAL INSPECTION

RS&H will meet with key Airport staff and tenants to discuss airside operations. Key elements of focus are any ground operational areas of concern, along with general use of the airfield. After the initial discussion, RS&H will conduct a visual inspection of the site to determine the existing conditions and to observe the airside operations. This task may require three (3) RS&H staff members to participate in the visual inspection to observe, review and document the operations at the Airport. This activity is expected to be completed during the previous site visit identified in Task 1.3. During site observations, ground control will be monitored, to note if there are any areas on the airfield where pilots seem to need additional guidance or seem confused. A detailed discussion with LRD staff will be necessary during the visual inspection to

have a clear understanding of how they typically handle aircraft during peak hours. Issues that will be recorded include photographs of the area, general aircraft operations, and other associated elements (such as grading, haul route & contractor logistics, existing drainage infrastructure, utilities, signage, markings, etc.)

2.4 FINANCIAL REVIEW

RS&H will review and summarize the current financial structure of the Airport and the capital financing in the past five years. This discussion is intended to provide the conditions and provisions for use in developing the capital alternatives for the development of the Airport. The documents that govern and regulate the financial operation of the Airport will be analyzed. These documents include:

- Outstanding bonds
- Agreements with other airport tenants, major concessionaire agreements
- Airport budgets (O&M, CIP, and capital budget)
- Airport revenue and special facility bond official statements
- Rates and charges comparable studies and ordinance
- Annual audits
- Current revenues and costs

Additionally, historical financial operations (past revenue sources, historical O&M expenses, and capital funding sources) at the Airport will be reviewed to document the existing financial condition and restrictions pertaining to Airport debt.

2.5 ENVIRONMENTAL INVENTORY DOCUMENTATION

RS&H will compile, review available airport, environmental (inventory the resources listed in Order 1050.1F identified in Task 6.1. This data will be used later to evaluate and inform the alternatives analysis), and socioeconomic data to establish a baseline condition for the facilities portion of the study.

2.6 EXISTING CONDITIONS INVENTORY DELIVERABLES

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this Task. A draft working paper, documenting the results of the inventory effort performed under this task, will be prepared. Narratives of the inventory developed in this task with supporting tables, charts, and other appropriate graphics, will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to Airport and FAA staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. In addition, if any 5010 Master Record revisions are necessary based on the inventory of existing conditions, RS&H will provide a list of corrections for LRD staff to submit to the Airport Data and Information Portal (ADIP). This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews. The anticipated deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files (Microsoft Word/PDF). Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Existing Conditions Inventory Narrative Report
- Revisions suggestions to the 5010 Master Record (if necessary), to be housed in ADIP.

TASK 3 AVIATION DEMAND FORECASTS

3.1 AVIATION DEMAND FORECASTS

RS&H will develop forecasts of aviation activity at LRD to serve as the basis for analytical input to various components of the Master Plan Study. Aviation activity forecasts are projections of expected demand tied to particular years of the 20-year planning period. While the forecast will use a base year of federal fiscal year (FY) 2024, the following forecast horizons would be developed:

- FY 2030 (short-term period)
- FY 2035, (intermediate period)
- FY 2040 and FY 2045 (long-term periods)

In preparing the aviation forecast, RS&H will prepare a reliable activity baseline, select an appropriate forecast methodology and compare it to other forecasts for reasonableness. The forecast will be submitted to FAA for approval and will be prepared in accordance with current FAA guidance, including *Forecasting Aviation Activity by Airport* (July 2001) and *Guidance on Review and Approval of Local Aviation Forecasts* (June 2008). The forecast will include a table comparing the selected forecast to the FAA Terminal Area Forecast (TAF) for the Airport and a summary table of the selected forecast, including annual growth/decline rates. Both tables are required for FAA approval.

3.1.1 Airport Service Area Analysis

An airport service area will be defined for the Airport relative to surrounding airports. RS&H will review relevant information about the surrounding airports and prepare an assessment of relevant socio-economic and economic trends in the service area recently as well as historically. This is not intended to be a comprehensive assessment but will work as a guide for development of aviation forecasts as well as other financial analyses conducted in the study.

3.2 HISTORICAL ACTIVITY REVIEW

RS&H will collect records from the Airport and FAA, assemble and review historical aviation data at the Airport, including the prior Airport master plan and records of aviation fuel sales, hangar leases and collected tie-down fees, and IFR flight plan data (if this data is readily available). Specific data that will be collected includes passenger enplanements, aircraft operations and based aircraft.

3.3 FORECAST PASSENGER ACTIVITY

RS&H will conduct a capacity share analysis, which is based on actual and estimated flights and seats by market, by airline, and by aircraft type to be offered at LRD for the forecast period. This analysis is based on discussions with the airlines currently serving LRD and the potential for new market city pairs. This forecast can be utilized to determine peak-time passengers by time of day for the Airport during the forecast

period. RS&H will develop one forecast scenario, providing future levels of aviation activity for planning purposes.

RS&H will also develop a maximum of two (2) derivative passenger forecasts for facility scenario planning, such as airline shares of enplanements and operations, COVID-19 recovery, and peak period activity, if necessary, for other planning tasks outlined within this Scope of Services.

3.4 FORECAST OF POTENTIAL AIR CARGO ACTIVITY

As part of the forecasting effort, the RS&H will determine trends and market factors that may affect cargo operations at LRD and conduct discussions with major cargo providers. The following elements will be reviewed with the air carriers and studied independently for use in developing the forecasts:

- Examination of changes in the fleet mix (e.g., use of retired passenger aircraft, usage of small versus large aircraft)
- Belly cargo versus dedicated freighter cargo demand
- Competitive issues and trends at competing airports that will have impacts on potential Airport market shares will be identified.

Data analysis for this effort will include focus on the city of origin, destination, stage length, optimal aircraft type, and recommended service patterns.

RS&H will analyze the historical growth in airmail, belly, and freighter cargo activity. Airmail, belly, and freighter cargo forecasts will be prepared based on local and national growth trends and input from the carriers. Cargo forecasts will be prepared for passenger carriers (belly cargo), integrated (small package express) carriers, and other all-cargo carriers. Local and national growth trends and variables will be used to project future cargo demands. Areas where cargo service and facilities could be expanded at LRD will be identified. The latest available data will be used to develop derivative forecasts of aircraft operations, fleet mix, and revenue landing weight. Separate forecasts will be made of local enplaned/deplaned tonnage, total tonnage, and aircraft operations. Forecasts will be prepared for the base year (2024) and 2030, 2035, 2040, and 2045 forecast years.

3.5 FORECAST OF MILITARY ACTIVITY

RS&H will validate the level of Military Activity shown in the FAA's Terminal Area Forecast as reasonable and appropriate for future activity as a zero-growth scenario, as typical industry standard.

3.6 FORECASTS OF AIRCRAFT OPERATIONS AND BASED AIRCRAFT

RS&H will use the FAA Traffic Flow Management System Counts (TFMSC) as our primary data source while using the TAF as a benchmark to compare the aviation activity forecasts against within the study period. The TAF will be validated by airport management records, including records for aviation fuel sales, hangar leases, and aircraft tie-downs and IFR flight plan data.

Forecasts of the following levels of activity will be developed:

- **Aircraft Operations** – The number of landings and take-offs performed by local and transient aircraft for air carrier/commuter/air taxi, and general aviation movements.
- **Flight school** – The potential number of landings and take-off for the expected growth for the local flight schools. Two scenarios will be generated and incorporated into the overall aviation activity forecast.
- **Instrument Approaches** - The number and type of approaches performed by local and transient aircraft on Runways 14-32, 18L-36R, and 18R-36L.
- **Based Aircraft** – The number of general aviation aircraft stored at the Airport by the following type of aircraft: single-engine, multiengine, turboprop, turbojet, and rotorcraft.

RS&H will review previous forecasts, including the TAF, and previous Airport master plans and apply selected methodologies to develop aviation forecasts for the short, medium, and long-term planning ranges and to compare with TAF forecasts. RS&H will discuss LRD forecast trends with the Airport and the FAA as part of the methodology for developing forecasts. Such methodology also may include trend analysis, market share analysis, comparative analysis, per capita analysis, and cohort analysis.

The forecasts of aviation activity will be specifically developed for this study to be useful in subsequent financial analyses, including revenue projections related to operations, fuel flowage, transient overnights, and other revenue-generating services related to aviation activity.

3.7 AIRCRAFT FLEET MIX PROJECTIONS

RS&H will determine the potential future fleet mix for the base year (2024) and 2030, 2035, 2040, and 2044 forecast years. The historical fleet mix (including fixed wing and helicopters) and flight data will be reviewed by RS&H to determine the future fleet mix projections.

3.8 CRITICAL AIRCRAFT IDENTIFICATION

RS&H will review any previous planning studies and conduct a series of analyses to determine the mix of aircraft that are based or frequently operate at the Airport. This information will determine the critical aircraft (or composite critical aircraft) for the Airport. The critical design aircraft is an aircraft that uses (or is highly likely to use) the airport regularly (defined as at least 500 annual operations, excluding touch-and-go operations).

3.9 FAA REVIEW

As stated in FAA Advisory Circular 150/5070-6B, the general requirement of FAA approval of the master plan forecasts is that they are supported by an acceptable forecasting analysis and are consistent with the TAF. In particular, master plan forecasts for operations, based aircraft, and enplanements are consistent with the TAF if they meet certain criteria. Specifically, forecasts for all classes of airports are consistent if they differ by less than 10 percent in the 5-year forecast and 15 percent in the 10-year period.

Following the preparation of the forecasts of enplanements, operations, based aircraft and design aircraft, a technical document will be submitted to the FAA for review and approval. Following FAA review, RS&H will coordinate changes to the forecast requested by FAA. Comments will be considered, and a reply prepared for LRD transmittal. *The task includes time for FAA review and approval of forecasts. The review*

process for the forecast is anticipated to be 30 days. It is important to note that a delay in the FAA review and approval of the forecast may result in the overall project schedule to be extended.

3.10 AVIATION ACTIVITY FORECAST DELIVERABLES

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this Task. A draft working paper documenting the results of the inventory effort performed under this task, will be prepared. Narratives of the Aviation Activity Forecast developed in this task with supporting tables, charts, and other appropriate graphics will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

The deliverables expected under this task are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files).

Deliverables Anticipated:

- Aviation Activity Forecast Narrative Report

3.11 MEETINGS

RS&H will send two (2) team members to present the draft findings of the Aviation Demand Forecast. If additional meetings are necessary, they will be conducted by conference call between the RS&H and LRD. The FAA will be invited to participate as appropriate and may be virtual.

TASK 4 FACILITY REQUIREMENTS

RS&H will assess the ability of existing facilities at LRD to accommodate the aviation demand activity forecasts and to identify where and when facility additions and improvements may be needed. Emphasis will be placed on the elements where LRD has identified specific goals. The remaining elements will be addressed with brief analysis and summary within the narrative report, except where critical deficiencies have been identified. The requirements for new or improved facilities can be driven by a variety of circumstances. For example, facilities may be needed to:

- Meet standards per FAA AC 150/5300-13B, *Airport Design*.
- Meet demonstrated capacity shortfalls.
- Comply with updated standards developed and adopted by the FAA (or another appropriate regulatory agency).
- Accommodate the Airport's strategic vision.
- Identify how existing and future facilities meet the airport's current and future business strategy.
- Replace outdated or inefficient facilities.
- Improve performance when compared to sustainability goals, objectives, and similar airports.

Analysis tools to be employed in this task will include appropriate FAA guidelines, best planning practices, standard industry planning factors, and professional judgment. The facility requirements task will begin with a review of emerging industry trends and continue with assessments in each of the major functional areas of LRD. *It is important to note that the FAA will review all the data tables that will be displayed on the ALP Data Sheet as part of the Facility Requirements Task and the FAA provided sample data sheets as part of the scoping process*.

4.1 ON AIRPORT LAND USE REQUIREMENTS

RS&H will identify airport land uses that may be necessary to meet current standards for existing and future facilities. Land necessary for future facilities, if any, will be addressed during the identification of alternatives and the subsequent selection of the preferred alternative/development program. Particular attention will be paid to the Airport-owned parcels that are "outside the fence" within the neighborhoods and communities around the Airport.

4.2 AIRFIELD CAPACITY AND DELAY

The approach to this task will be to first see how far the existing airfield capacity will go to meet future demand, and then evaluate the options to add capacity. The analysis of existing and future levels will include activity levels beyond the 20-year operations forecast 2045. The analysis of existing and future levels of the airfield demand/capacity relationship will consider both hourly and annual capacities calculated using FAA's Airport Capacity and Delay AC. The focus will be to determine the continual need for Runways 14-32,18L-36R, and 18R-36L.

4.3 CALCULATE/CONFIRM RUNWAY REQUIREMENTS

The critical aircraft runway requirements will be compared with the characteristics of the existing runways. Runway requirements will be developed to serve existing and forecasted aircraft types during average high temperature conditions in the summer months. Adverse wind conditions will also be evaluated. Lengths will be calculated for typical maximum payloads and for a range of stage lengths. Other requirements will be developed for runway widths, strengths, and shoulders. In addition, RPZ incompatibilities and proposed dispositions will be addressed as part of this analysis.

4.4 TAXIWAY SYSTEM REQUIREMENTS

Separation and setback clearance standards will be established for use in future airfield layout work. The standards will include runway to taxiway, taxiway to taxiway, and runway or taxiway to fixed object separations. An evaluation of aircraft circulation will be conducted, which will identify areas of concern (hot spots), or bottlenecks to aircraft circulations. Advisory Circular 150/5300-13B, *Airport Design*, will supplement other taxiway design guidance as these facilities are evaluated. Any non-compliant areas will be identified.

4.5 NAVAID REQUIREMENTS

This task will examine the adequacy of existing navigational and landing aid facilities to accommodate current and forecasted levels of demand. The existing complement of navigational and landing aid facilities and their adequacy and reliability will be reviewed. Future FAA plans for new/changed approach procedures and equipment will be incorporated. The need for additional/replacement facilities will be

determined. The impact of new technology such as satellite navigation systems (GPS) to improve approach minimums to the Airport will be analyzed.

4.6 AIRSPACE REQUIREMENTS

RS&H will evaluate the airspace surrounding LRD as affected by enroute, terminal, or regional airspace conditions will be analyzed. Needed capacity enhancements or operational efficiency improvements will be identified and discussed with the FAA personnel. This analysis will include obstruction analysis and recommendations for mitigation or removal.

4.7 LAND ACQUISITION REQUIREMENTS

RS&H will identify adjacent lands that may be necessary to meet current standards for existing facilities. Land necessary for future facilities, if any, will be addressed during the identification of alternatives and the subsequent selection of the preferred alternative/development program.

4.8 AIRPORT ACCESS, AND CIRCULATION REQUIREMENTS

RS&H will evaluate the following airport access components and briefly summarize within the narrative report.

- Regional transportation network – Identify airport roadway system and evaluate the roadway with respect to its connectivity, wayfinding, and landscaping to the overall Airport and local roadway system.
- On-airport circulation roadways – Generalized areas of improvement with a focus on the Airport terminal loop roadways.

4.9 VEHICLE PARKING LOT REQUIREMENTS

RS&H will evaluate the vehicle parking lots and briefly summarize within the narrative report. RS&H will review historical parking data (private and rental car companies) provided by the Airport from the previous two years. Where data is not available, assumptions will be made by RS&H based on experience at airports with similar activity. While no simulation or modeling is required, a visual survey in the public parking and curb front areas will be necessary to determine current use and characteristics. In addition, RS&H will review rental car parking requirements against the enplanement forecast to determine future parking requirements.

4.10 COMMERCIAL PASSENGER TERMINAL FACILITY REQUIREMENTS

RS&H will provide a comparison of existing Airport facilities against the projected level of demand to identify what, if any, additional or new facilities are needed for the Airport to meet the forecast level of activity (additional gates and holdroom space, concessions, restroom, etc.). Location, age, highest and best use, infrastructure lifecycle and performance can also be issues that trigger new or additional facilities. The projections of total passengers, aircraft operations, and peak hour activity will be used to prepare estimates of the current and future demand for passenger terminal and terminal area facilities. These demands will be used to identify the level of activity at which the facility needs are required or triggered as expressed in passenger volumes and peak hour operational levels. Gate positions will be quantified and their capability to accommodate commuter aircraft, regional jets, and larger aircraft will be defined.

RS&H will evaluate the terminal apron area for its effective usability. The assessment will review apron restrictions due to Part 77, runway visibility requirements, runway, and taxiway object free areas. Also, included will be an evaluation of narrow-body jet docking procedures and recommendations for accommodating this aircraft type as well as smaller aircraft, an evaluation of multiple aircraft docking procedures using a single loading bridge for multiple aircraft, and an evaluation of aircraft accessibility issues.

4.11 AIRPORT RESCUE AND FIRE FIGHTING (ARFF)

RS&H will determine the ARFF requirements by calculating the airport index and response time requirements. Facility needs that might result from commercial development which might displace the existing ARFF facility will be evaluated to determine facility adequacy. Expansion, relocation, or new construction needs will be determined and evaluated during alternative development.

4.12 GENERAL AVIATION

RS&H will conduct an evaluation of the general aviation segment utilizing the forecast of activity at LRD and industry trends. Consideration will be given to the future location and space allocation of the different types of use (hangars and aprons) to develop an efficient and adaptable plan that will allow for growth over the planning period.

4.13 AIR CARGO CAPACITY AND REQUIREMENTS

Using information obtained from the inventory of cargo facilities, review of previous cargo studies, and from interviews with the airlines and cargo operators, an assessment of the adequacy of existing cargo facilities will be made and planning factors for estimating future cargo area requirements will be developed. Using the cargo tonnage forecasts, total cargo area requirements will be determined for each of the planning years. Alternative forecast scenarios will be utilized to develop air cargo (demand driven) facility requirements. Warehouse Area Productivity (WAP) will be calculated for each cargo building and for each type of cargo (i.e., bulk, air freight, belly-hold, small package/express mail). Using the cargo forecasts, future requirements for additional individualized types of air cargo facilities, for employee parking and for truck docking facilities will be determined.

4.14 SUPPORT FACILITIES REQUIREMENTS

RS&H will evaluate and quantify facility and space allocation for the following Support Facilities and briefly summarize within the narrative report.

- **Aircraft Fuel Storage** - Future fuel storage requirements will be based on historic annual and average day/peak month departures that are fueled from FBO and airline facilities.
- **Airline Maintenance** - The need for airline maintenance hangars or other maintenance type facilities will be determined by airlines and is not predictable based solely on changes in activity levels. A precise determination of these requirements will not be attempted, but a general discussion of the requirements will be provided.
- **Airport Maintenance Facilities** - The requirements for future facilities will be based on staff size, materials and equipment needed to maintain the facilities and grounds owned and operated by the LRD.

- **Miscellaneous Facilities** - FAA operations, gas stations, and other commercial developments are determined by local market factors and are not predictable based solely on changes in activity levels. A general discussion of requirements will be provided.

4.15 UTILITY CAPACITY AND REQUIREMENTS

RS&H will conduct a high-level evaluation of the current utility capacity and potential future requirements. Whether or not the existing site utilities are at capacity and can be expanded in their current location will have a major impact on the concept development for the airport. The existing capacity of the various site utilities will be evaluated to determine whether expansion of the existing facility is possible. In addition, the location of each facility will be evaluated to determine appropriateness under preferred long-range planning outcomes. Specific systems to consider include sanitary sewers, potable and firewater, natural gas, electrical (it was noted during the scoping process that it would be advantageous to determine how much electrical capacity could be added to the airport), and telephone/communications. Based on the forecasts and alternative forecast scenarios, an overall summary list of existing and future system requirements will be developed.

4.16 INDUSTRY AND EMERGING TRENDS ANALYSIS

The aviation industry is changing rapidly, and the changes may have a significant impact on the size, quantity, and type of facilities needed to accommodate future demand. RS&H will examine various industry trends (UAS, VTOL/eVTOL, electric aircraft/vehicles, etc.,) and identify those that can be expected to influence future Airport facility and capacity needs.

4.17 FACILITY REQUIREMENTS DELIVERABLES

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this task. A draft working paper, documenting the results of the inventory effort performed under this task, will be prepared. Narratives of the facility requirements developed in this task with supporting tables, charts, and other appropriate graphics, will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport and FAA staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

The expected deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files. Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Facility Requirements Narrative Report, Draft and Final

4.18 MEETINGS

RS&H will send two (2) team members and use one (1) site visit for Facility Requirements. If additional meetings are necessary, they will be conducted by conference call between RS&H and LRD.

TASK 5 IDENTIFICATION AND EVALUATION OF ALTERNATIVES

The task of the Master Plan entails developing, evaluating, and selecting alternatives that meet the needs of the Airport as identified in the facility requirements and which also serve to fulfill the Vision of the Airport.

5.1 IDENTIFICATION OF ALTERNATIVES

RS&H will identify options and alternative configurations to meet projected facility requirements and conformance to relevant design standards for each major facility component (i.e., airfield, aircraft hangars, surface access, support facilities and utility infrastructure). The expected performance of the alternatives will be assessed against a wide range of evaluation criteria. RS&H will evaluate the "no action" alternative and up to three (3) development alternatives for meeting airside and landside facility requirements for the twenty-year planning period. *It is important to note that sometimes more alternatives are necessary; however, to avoid an unnecessarily complex alternatives analysis process, the alternatives will represent different ways of addressing the identified need that are not simply variations on the same basic approach.* Alternatives should have discrete, measurable, and materially different impacts on the established alternative evaluation criteria. RS&H will develop thumb-nail sketches of the preliminary alternatives to support the collaborative approach. This broad-view approach will be narrowed and refined in the subsequent steps.

5.2 AIRFIELD

Up to four (4) airfield concepts will be identified in the Master Plan. They will be optimized and evaluated with respect to a range of factors, including taxi time and cost, safety considerations, environmental considerations, terminal/landside operational effectiveness, flexibility and expandability issues, construction/phasing issues, utility requirements, and capital costs.

5.3 PASSENGER TERMINAL

Up to four (4) passenger terminal alternatives will be identified to meet the terminal requirements identified in the facility requirements through the planning period. The concepts will primarily focus on meeting passenger growth and demand, including the location for vehicle parking, curb front, passenger terminal, and aircraft parking positions. For each alternative under consideration, RS&H will develop high-level implementation sequencing plans that indicate how potential building expansions should be phased to meet needs while maintaining airport operations and minimizing impacts to facilities. The phasing analysis will address the phased requirements and interface of both airside and landside elements. *In the event facility requirements indicate an expansion of terminal functions are required within the planning period, RS&H will explore potential options to accommodate the need.*

5.4 ACCESS, PARKING AND RENTAL CARS

Landside development concepts will be developed in concert with the terminal development concepts. Based on the current physical layout of the Airport landside together with observation of existing conditions, key emphasis must be placed on concepts related to increased roadway/curb space capacity, the ability to add lanes, Transportation Network Company (TNC) handling, and enhanced parking.

Potential alternatives to integrate a multimodal transportation facility such as EL Metro Transit in the terminal area will be identified and evaluated. In addition, alternatives to integrate a multimodal ground transportation center will be evaluated.

5.5 AIR CARGO FACILITY CONCEPTS

Up to two (2) cargo layout concepts will be developed for the cargo development area. These concepts are intended to investigate the capability of the cargo development area to accommodate a range of demand levels. Alternative cargo concepts will be evaluated according to the following cargo facility factors:

- Ability to accommodate future aircraft parking demand
- Efficient utilization of airport property
- Order-of-magnitude capital cost associated with the development of the facilities
- Ability to attract other cargo-related industrial activities near the Airport
- Construction/phasing issues
- Flexibility of each proposed layout to adapt to changes in cargo demand and aircraft fleet mix
- Environmental sensitivity
- Ability to meet the calculated and stated cargo demands at LRD
- Capital costs
- Maximizing revenue

5.6 GENERAL AVIATION FACILITY CONCEPTS

Two (2) general aviation layout concepts will be developed for the general aviation development areas. The first step of the general aviation alternatives analysis will be to identify a clear description of general aviation, corporate, and FBO development areas, and the types of development that can occur on each. The concepts will likely include a balance of right-sizing the various types of general aviation facilities, as well as new/additional facilities based on the updated forecasts, facility requirements and security requirements. The concepts will determine a layout, for those facilities that are justified, that optimizes the land area available. Schematic concept drawings and brief narrative descriptions will be provided for each layout.

5.7 SUPPORT FACILITIES

Alternative layout concepts will be identified for each support facility outlined in The Facility Requirements. General characteristics of each area including highway access, utilization, future needs of adjacent facilities, and environmental features will be identified. Each alternative layout will be evaluated based on facility-specific criteria. Alternative concepts will be identified which are compatible with the airfield, landside operations, and the ground transportation system. The focus of this analysis will be to determine the best use of the facility. Alternatives will be evaluated with respect to a range of factors. The factors will include flexibility to respond to uncertain timing, levels and type of future demand, existing facilities, environmental effectiveness, operational effectiveness, safety considerations, security considerations.

5.8 LAND USE PLANS

RS&H will evaluate existing and future land use patterns and plans that might affect potential development or operation of the Airport. The following approach will be undertaken to research, evaluate and prepare on-airport and off-airport land use plans. RS&H will conduct a review of all pertinent plans, reports, maps, data, etc. which may be available that relate to land use in the vicinity of LRD. RS&H will seek to obtain and review documents that provide insight and information on the Airport's integral role in regional industry and business growth, Airport property ownership areas, as well as proximate land areas and development plans. This data review will be used to identify the highest and best uses of Airport property and potential development opportunities that might influence decisions for future land use plans. RS&H will use any readily available noise contour information to evaluate whether any existing land uses would be incompatible with LRD.

5.9 EVALUATION OF ALTERNATIVES

Alternatives identified will undergo evaluation against a range of criteria that include EONS Categories: Economic viability, Operational efficiency, Natural resource conservation, and Social responsibility. The evaluation will be both qualitative and more subjective, based on a combination of judgment, simple models, and simplified calculations. Evaluation of the impact of alternatives considered will include operational and efficiency performance, conformance with safety and security requirements, local community needs and plans, environmental issues, financial factors, and other sustainability-based evaluation criteria. A recommended development alternative will emerge from this process and will be further refined in subsequent tasks. Emphasis will be placed on short and medium- term aeronautical development over a 1 to 11-year planning horizon.

5.10 PRELIMINARY PHASING PLAN AND COSTS

A long-range plan is only as good as its ability to be phased-in through incremental, demand-driven development. A phasing plan will be developed for the preferred airport development program that meets both the projected need for future facilities and the Airport's ability to finance construction and future Operations and Maintenance (O&M) costs. This plan will focus on maintaining the best possible level of airline operating functions (i.e., inbound/ outbound baggage systems, etc.), as well as the highest level of service for passengers during each phase of construction.

A phasing plan for the 5-year, 10-year and 20-year planning horizons will be prepared. Additionally, after concurrence on the phasing plan is received from Airport staff, construction costs for the respective projects within each planning horizon (with specific years when the projects are projected to be needed), will be estimated. The phasing plan will be developed to ensure operational viability of interim construction, and to take advantage of potential economies of scale.

5.11 PRELIMINARY FINANCIAL FEASIBILITY

This task will provide a preliminary financial feasibility analysis for the preferred airport development program as well as a funding evaluation for the Airport. This first part of this task will organize the relationship between capital and operating costs centers and revenue centers, optional allocations of costs and revenue between centers and optional uses of revenues by project type. Additional factors to be

considered include the influence of FAA operational restrictions, AIP funds, revenue bond uses, passenger facility charges, airline financial issues and other sources of revenues. A cash flow analysis will be prepared, as well as an identification of rates and charges impact for this alternative for each airport user.

5.12 SELECTION OF A PREFERRED DEVELOPMENT PLAN

RS&H will review the results of the evaluations and will present the results in a manner that facilitates comparisons between the various alternatives. A "preferred" development plan will emerge from this process and will be carried forward in the subsequent Task, Airport Layout Plans.

5.13 ALTERNATIVES DELIVERABLES

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this Task. A draft working paper, documenting the results of the alternatives analysis effort performed under this task, will be prepared. Narratives of the Alternative Deliverables developed in this task with supporting tables, charts, and other appropriate graphics, will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport and FAA staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

The expected deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files (Microsoft Word/PDF). Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Alternatives Narrative Report

5.14 MEETINGS

One (1) onsite meeting is planned for this task, two (2) members of RS&H will conduct one (1) planning charrette with the LRD staff to identify possible alternative development options. The FAA's Texas ADO Airport Planner will also be invited to participate. The charrette will be held at the beginning of the alternative's identification phase of the project and must occur prior to the Advisory Committee Meeting #2.

TASK 6 ENVIRONMENTAL OVERVIEW AND NEPA STRATEGY

FAA AC 150/5070-6B Change 2, *Airport Master Plans*, provides guidance for the preparation of master plans for airports. The purpose of considering environmental factors in airport master planning is to help the Airport Sponsor thoroughly evaluate airport development alternatives and to provide information that will help expedite subsequent environmental processing in compliance with the National Environmental Policy Act (NEPA). This section describes the scope of services to be performed by RS&H in connection with the environmental conditions associated with the Master Plan Update.

6.1 DATA COLLECTION

RS&H will collect and review previous environmental documentation to help provide background and reference information to enhance the understanding of relevant on-Airport environmental issues. This effort is expected to occur in conjunction with Task 2.6, Inventory of Existing Conditions, identified previously in this scope of work. Environmental documentation could include:

- Previous NEPA documents prepared for other on-Airport projects that required federal approval within the past five years
- Previous Airport Layout Plan Update
- Previous technical studies conducted on-Airport (e.g., biological resource, wetland, and cultural resource technical studies and surveys, hazardous materials investigations)
- Electronic mapping (e.g., noise contours, drainage, etc.)
- Applicable GIS data
- Wildlife studies (draft or final version)
- Any other relevant environmental-related documents

6.2 EXISTING CONDITIONS ENVIRONMENTAL INVENTORY

RS&H will document existing environmental conditions using information gathered in previous tasks. This task also includes consultation with Airport staff and review of published databases (e.g., National Wetlands Inventory, NEPAssist, etc.). Environmental resource categories outlined in Section 4-1 of Federal Aviation Administration (FAA) Order 1050.1F, Environmental Impacts: Policies and Procedures, will be used as a guide to identify potential environmental effects during the planning process. The environmental resource categories that are expected to be relevant to this airport are listed below. These resources will be reviewed for on and off-airport property as appropriate, depending on the proposed facility improvement being considered:

- Air Quality
- Biological Resources
- Climate
- Department of Transportation, Section 4(f)
- Farmland
- Hazardous Materials, Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Land Use
- Natural Resources and Energy Supply
- Noise and Noise-Compatible Land Use
- Socioeconomic, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources, including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers

RS&H will prepare a draft environmental inventory document for the Master Plan based on the results of the existing conditions analysis. One revision to the document is anticipated based on comments from Airport staff and the FAA ADO Environmental Protection Specialist (EPS). The revised document will be included in the Master Plan Update as part of the Inventory Chapter.

6.3 ENVIRONMENTAL CONSIDERATIONS

Alternatives identified in previous tasks will undergo environmental evaluation against a range of criteria specifically related to each proposed facility in the development area and the specific environmental resources the facilities could affect. The purpose of this effort is to justify each proposed project and develop a preliminary purpose and need statement that can be used during future NEPA evaluations. The environmental analysis of the alternatives conducted as a part of the Master Plan Update will be a key component during consideration of implementation strategies of the proposed development options for LRD. It will set the stage for compliance with required environmental regulations and permits and will outline the key issues to be addressed should NEPA documentation be required for Master Plan implementation.

6.3.1 Proposed Development Options

RS&H will identify, to the extent possible, if the elements of the proposed development options would require environmental processing as independent or connected actions, and what level of NEPA documentation would be needed. In cooperation with Airport staff and the FAA Southwest Region Texas Airports District Office (ADO) EPS, RS&H will review whether the FAA would most likely retain approval authority per Section 163 (of the Reauthorization Act of 2018) and if so, identify the level of NEPA documentation most likely required to implement each of the proposed development options identified in the Master Plan Update; a Categorical Exclusion (CATEX); Environmental Assessment (EA); or Environmental Impact Assessment (EIS). Consideration will be given to appropriate federal, state, and local environmental regulations.

6.3.2 Environmental Overview Chapter

RS&H will prepare an environmental overview chapter for the Preferred Development Plan. In addition, the chapter will provide a high-level strategy for the preparation of the appropriate NEPA documentation for each project identified in the Master Plan. This strategy will include a proposed level of NEPA review required for each proposed development option, relevant federal, state, and local regulations and permits that would be required, and describe which agencies would need to be coordinated with for each of the proposed development options. One revision to the chapter is anticipated based on comments from Airport staff and the FAA ADO EPS. The revised chapter will be included in the Master Plan Update as the Environmental Overview Chapter.

6.4 AIRPORT RECYCLING, REUSE, AND WASTE REDUCTION PLAN

The *FAA Modernization and Reform Act of 2012* (FMRA)[1], requires that airports receiving federal funding for their Master Plan Update must include a solid waste recycling plan.[2]

6.4.1 Review of Existing Waste Reduction Practices

RS&H will review and document the Airport's existing waste reduction practices and goals.

6.4.2 LRD Staff Coordination

RS&H will send a questionnaire to Airport staff regarding the Airport's waste reduction program to discuss the existing waste practices. RS&H will coordinate with Airport staff to identify potential improvements and any future facilities that could be added to the current waste reduction plan. RS&H will make recommendations on how waste reduction initiatives can be added to any potential development options.

6.4.3 FAA Coordination

In cooperation with Airport staff, RS&H will coordinate the draft working recycling, reuse, and waste reduction plan with the FAA Texas ADO EPS for their review and approval. RS&H will address the comments received from the FAA Texas ADO EPS in the final plan.

6.5 EXISTING & FUTURE NOISE EXPOSURE CONTOURS

The most recent Noise Exposure Maps (NEMs) completed as part of the recent FAR Part 150 Noise Compatibility Study will be used in this Environmental Overview, given the level of detail evaluated and recent, relevant data. This will include the recently updated land use and zoning data in ESRI format from appropriate state, county and/or municipal agencies. Data will be used to the extent available and as it is needed within the DNL 65 dB contours.

6.6 ENVIRONMENTAL OVERVIEW AND NEPA STRATEGY DELIVERABLES

RS&H will deliver draft and final products, and other documents as noted throughout this Task. A draft working paper, documenting the results of the alternatives analysis effort performed under this task, will be prepared. Narratives developed in this task with supporting tables, charts, and other appropriate graphics will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport and FAA staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews. The expected deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files (Microsoft Word/PDF). Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Environmental Inventory Working Paper

[1] 49 United States Code (U.S.C.) §§132(b) and 133.

[2] Federal Aviation Administration Memorandum, *Guidance of Airport Recycling, Reuse, and Waste Reduction Plans*. September 30, 2014.

- Environmental Overview Working Paper
- Airport Recycling, Reuse, and Waste Reduction Plan

TASK 7 CAPITAL IMPROVEMENT PROGRAM AND FINANCIAL FEASABILITY

The Airport Master Plan Financial Feasibility Analysis will be conducted in accordance with FAA Advisory Circular 150/5070-6B, Chapter 12, Financial Feasibility Analysis. According to the Advisory Circular, the sponsor's Capital Improvement Plan (CIP) generally should be in keeping with its fiscal capabilities to avoid an unrealistic planning effort. The financial analysis may take place concurrently with the development of the CIP and the facilities implementation plan to help achieve an implementable plan. This master plan chapter will document Airport's fiscal objectives and capabilities relative to the CIP based on available existing information and assumptions. Actual implementation of the CIP, including financing and grant funding, is outside the scope of the master planning effort and may result in an outcome substantially different than master plan based on future and unknown conditions.

The purpose of this task is to identify the funding sources available to support the planned CIP for LRD and to determine the financial feasibility of the Airport undertaking and implementing its planned capital program. Financial feasibility will be measured by evaluating the financial impacts on projected operator's rentals, fees, and charges; the debt service coverage ratio for existing and projected future general airport revenue bond debt; the resultant cost per operation to the operators serving LRD and the required discretionary cash to support projected capital development. Potential funding sources for the planned capital development may include, but not be limited to federal grants, both entitlement and discretionary; state grants; general airport revenue bonds; Airport funds; and other, which may include third-party grants and financing, special facility financing, etc. The determination of the preferred funding source strategy will be based, in part, on the availability of each funding source; market conditions and the ability of the Airport to access any source; financial impacts to the operators serving LRD; and Airport policies and preferences.

This financial analysis will provide the Airport with an approach to implementing their proposed CIP in a financially feasible manner that is affordable to both the Airport and the operators serving them. The financial feasibility analysis will be developed for both "Base" and "Low" growth aviation activity projections, to measure the financial impacts of the planned capital expenditures in both situations. Financial analysis will be accomplished as an underlying and ongoing effort throughout the master plan study to ensure that the preferred alternative and recommended plans for accommodating growth over the planning horizon are financially feasible with an acceptable impact on rentals, fees, and charges. Steps include:

- Develop reasonable assumptions for federal funding, state grants, other government agency grants, potential third party/other funding.
- Develop reasonable projections of operating revenues, expenses, and other obligations based off most current budget or actual data for LRD.

- Determine with Airport staff what potential increases and/or new tenant/user fees associated with future projects would be acceptable.
- Analyze the potential to borrow funds for future capital projects and develop reasonable assumptions for the financing capacity analysis (based on meeting goals and requirements of governing bond documents).
- Develop a reasonable/defensible range of affordable funding sources for future capital projects (with a base case and low case).

7.1 FINANCIAL PERFORMANCE AND CAPACITY ANALYSIS

Past airport revenues and investments are excellent indicators of the capacity to fund future capital projects. RS&H will evaluate your history of past airport revenues and capital investments in conjunction with the history of past FAA grants to determine the realistic probability of the amount and timing of future funds that might be available for capital improvements.

This data will be used to guide preparation of an implementation plan that is realistic and fundable, having been based on the realities of what you have historically allocated and achieved. Project needs that exceed your capacity city to fund will be deferred to later years when funds are available. The following will be completed for this task:

- Compile Historical Revenues and Expenses
- Review Policies, Fuel Flowage, Rents, Leases, Concessions, Agreements, Contracts
- Examine Budget Structure

7.2 PERFORM FINANCIAL ANALYSIS OF RECOMMENDED DEVELOPMENT PROGRAM

RS&H will determine the net amount of capital funds required by the airport to accomplish each proposed improvement at the airport, by using the breakdown of costs developed in the previous tasks. RS&H will analyze the relative strengths, weaknesses, and benefits for the Airport of various development options. In addition, costs will be broken down into amounts eligible for federal, state, and other grant-in-aid programs.

In addition, annual revenues, and expenses of airport operations to determine the cash flow available for the financing of proposed projects will be estimated. Any shortfalls requiring local funding through debt issues will be identified. The sources and uses of the airport funds required to implement improvements and estimates of the magnitude and timing of any bond issues that may be required will be analyzed. In addition, RS&H will evaluate contracting with a third-party developer, which might invest its own capital, develop multi-user facilities, and contract with various carriers for the use of its facilities. The analysis will evaluate the financial impacts of having little or no AIP funds available for airport development. *It is important to note that this information will be used to identify potential funding sources, explain the pros and cons of these identified sources, that may offer potential financial solutions to fill any funding gaps for future AIP projects. The objective is not to set rates for tenants and concessions, instead it is meant as a guide for developing ways to execute the master plan. Furthermore, this task is not written to create a "business plan"*

or analysis "rates and charges," as these items are prohibited costs for a planning project according to the AIP Handbook, Table C-6. Special considerations will be given to the impact of each development option on the cost and availability of capital, the current financial structure and capacity of the airport, and the unique characteristics of the Laredo market.

7.3 ESTABLISH PRELIMINARY CIP PROJECT PRIORITIES AND SEQUENCING

RS&H will, in consultation with Airport staff, assign each project in the recommended development plan (i.e., the preferred alternative) to a particular planning term (short term, intermediate term, or long term). Each project will be individually described in sufficient detail to describe the nature and purpose of the project, identify potential conflicts with other projects, identify projects that must occur to enable completion, and justification for the project.

7.4 PREPARE SHORT, INTERMEDIATE AND LONG-TERM PLAN

RS&H will develop a preliminary CIP implementation plan for the Airport, and FAA with the information needed to integrate the Master Plan Update's recommendations with daily airport operations and other on-going development projects. This will be particularly important regarding the 5-year Capital Improvement Plan (CIP). The CIP implementation plan will balance funding constraints, project sequencing limitations, environmental processing requirements, sustainability measures, agency and tenant approvals and coordination processes, business issues (leases and property acquisition or disposition), and other airport staff preferences. RS&H must analyze and balance these elements to ensure future development can be accomplished.

RS&H will prepare a preliminary timeline for the short, mid, and long-term CIP based on the demand forecast and recommendations proposed in the Master Plan Update. The analysis will focus on the determination of the following key pieces of information:

- When must a given improvement be completed to meet the anticipated demand or to provide improved operational efficiency
- How long will it take to implement the improvement?
- What enabling projects must be implemented as part of the improvement

Project phasing will take into consideration enabling projects or actions that affect the sequence of construction. The time required to implement a given improvement will be based on schedule data from recent projects at LRD and industry standards.

RS&H will prepare a phasing timeline of major elements in a Microsoft format (Excel, PowerPoint, or Project, depending on the project complexity). Phasing drawings will also be prepared in AutoCAD for the short, mid, and long-term planning horizons.

7.5 PREPARE ROUGH ORDER OF MAGNITUDE (ROM) PROBABLE COST ESTIMATES

RS&H will prepare rough order-of-magnitude cost estimates for each project in the recommended CIP for the 20-year planning horizon, with additional detail provided for the initial near-term 5-year projects. The cost estimates will be prepared on a cost per area basis using current dollars. The estimates will be prepared with sufficient detail to provide the level of confidence expected for use in the Airport's financial planning, capital programming, and CIP implementation initiatives.

7.6 CAPITAL IMPROVEMENT PROGRAM DELIVERABLES

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this Task. A draft working paper, documenting the results of the Capital Improvement Program and the financial feasibility analysis effort performed under this task, will be prepared. Narratives of the Capital Improvement Program and the financial feasibility analysis developed in this task with supporting tables, charts, and other appropriate graphics will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport and FAA staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

The expected deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files (Microsoft Word/PDF). Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Implementation Plan and Financial Feasibility Narrative Report

TASK 8 AIRPORT LAYOUT PLAN SET

The ALP drawings, as the record drawing set used for guidance and funding of airport improvements, will be updated to reflect existing and recommended improvements per the Master Plan preferred development program for LRD. The ALP set will be prepared in accordance with the standards set forth in the following national FAA guidance:

- Advisory Circular 150/5070-6B Change 2, *Airport Master Plans*
- Advisory Circular 150/5300-13B, *Airport Design*
- 14 CFR Part 77, *Objects Affecting Navigable Airspace*
- FAA ARP SOP 2.0 *Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPS)* October 1, 2013.
- FAA *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps* (SOP 3.00).

8.1 AIRPORT LAYOUT PLAN DATA COLLECTION (AERONAUTICAL SURVEY)

RS&H will provide Field Survey, Photogrammetry and Airports-Geographical Information System (GIS) services in support of a Master Plan Update/Airport Layout Plan at LRD. The main objective of this effort will be to fulfill the geospatial data-collection requirements for supporting the update of the ALP.

This scope includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

- AC-150/5300-16B (16B)
- AC-150/5300-17C (17C)
- AC-150/5300-18B (18B)

The Airports-GIS objective for this project includes the collection/survey of both *Safety-Critical* and *Non-Safety-Critical* Data. The Safety-Critical element of the project includes Runway Ends/Thresholds & Profiles Survey, NAVAID Survey, and Airport Airspace Analysis/Obstruction Survey. The Non-Safety- Critical element of this project includes the generation of a planimetric & topographic base map of the Airport Environment and the generation of ortho-rectified aerial imagery of the Project Area. The data collection, formatting, and delivery requirements will be in accordance with FAA Airports-GIS guidelines.

In general, our approach to fulfilling the GIS requirements will be to complete the tasks included in Table 2-1 (Survey Requirements Matrix) of 18B, Column "Airport Layout Plan," included within this section. The total project area consists of the following three components:

- Area A- Planimetric & Topographic Mapping: This area defines the limit for the compilation of planimetric & topographic base-mapping.
- Area B-Part 77 & OCS Obstruction Analysis: Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined by FAR 77 and AC 150/5300-13B.
- Area C- Airports GIS Airspace Analysis: Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.

8.1.1 Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Consultation

RS&H will develop, submit, and gain approval of the "Statement of Work" for the project through the FAA ADO and the FAA's Airport Data Information Portal (ADIP). RS&H will develop, submit, and gain approval of the "Aerial Photography Acquisition Report" required by the FAA Airports-GIS Program.

8.1.2 Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas outlined in the PROJECT AREA DEFINITION section of this scope utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of one "block" of imagery, collected too the

following specifications.

IMAGERY RESOLUTION	PURPOSE/USE
5 cm	The coverage limit for this imagery is the horizontal extents of Area A. This block of imagery will be utilized for planimetric & topographic mapping. Ortho-imagery will be generated for this area at a resolution of 0.25" GSD.
10cm	The coverage limit for this imagery is the horizontal extents of Area B and Area C. This imagery will be utilized for all photogrammetric data extraction, including airfield planimetric/topographic mapping, raw obstacle data collection, and Obstruction Survey/Airport Airspace Analysis. Furthermore, 0.50' GSD orthophotos will be generated from this imagery.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

8.1.3 Establish Geodetic Control / Temporary Control Marks (Field-Survey)

There is one PACS monument and two SACS monuments published by NGS for the Airport. This project will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS). If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required.

8.1.4 Survey Imagery Photo Control (Field-Survey/DGR)

Photo-identifiable control points and/or artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately 24 imagery control points will be required, along with 5 independent OPUS Checkpoints.

8.1.5 Aero Triangulation

The newly acquired digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

8.1.6 Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the needs of RS&H and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas, and meeting the following specifications:

Resolution	Coverage Limit
0.25' GSD	Area A
0.50' GSD	AREA B & C

8.1.7 Runway Surveys (Field-Survey/DGR)

Field Surveyors will accomplish survey of three runways at LRD (14-32,18L-36R, and 18R-36L); survey tasks will include survey of runway-endpoints and runway-profiles. For each runway-endpoint/threshold a monument will be set (if one is not already present), surveyed, and documented in accordance with AC 150/5300-18B. Runway-centerline and 10-foot-offset profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be extracted at 10-foot stations for FAA Airports-GIS submission. Runway survey data will be utilized for the Obstruction Surveys/Airport Airspace Analysis task. Furthermore, RS&H will identify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will also be properly formatted by the RS&H and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable.

8.1.8 NAVAID Surveys (Field-Survey)

Surveyors will accomplish field-survey of visual and electronic NAVAIDs serving LRD. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable.

8.1.9 Airport Airspace Analysis/Obstruction Surveys

8.1.9.1 18B/ADIP

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for LRD will be obtained & downloaded from ADIP; existing obstacle data relevant to the ADIP Airspace Analysis will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID.

Formatting of final reported 18B/ADIP obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5, *Airport Data Features*.

8.1.9.2 Part 77/Obstacle Clearance Surface (OCS)

An FAR Part 77 and an OCS Obstruction Survey will be performed for all runway ends. Utilizing the digital 3D stereo imagery, the prescribed Part 77 & OCS Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces.

8.1.10 Part 77/OCS Collection Criteria

The obstruction-identification-surfaces, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Utilizing the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom processes to produce a final dataset. Multiple Quality-

Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

1) A single X-Y-Z point will be collected / analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the geometric center or middle of the object.
2) Occasionally with Obstruction Surveys, large groups of trees or terrain (obstruction area) are found to penetrate a surface and it is not feasible or possible to collect each individual penetration. In these cases, the obstruction area will be outlined with a bounding polygon to represent the horizontal extents of the area. A grid will then be overlaid on the obstructing area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside of 10,000 feet of the approach surface and within the conical surface, 500-foot grid spacing will be used.

8.1.11 Supplemental Obstacle Collection

Within the first 5,000 feet of the Departure Surface, the RS&H will collect significant manmade and natural objects with no exemptions based on negative penetration value. For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For roadways (including highways) and railroads, the proper Part 77 offset will be applied according to the type of vehicular traverse way (official Vehicle Service Roads will be included, and NAVAID Service Roads will be excluded). For vegetation, significant singular trees will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied and the highest vegetation point within each grid-sector will be collected.

8.1.12 Deliverable Format for Part 77 and OCS Obstacle Data

DELIVERABLE	DESCRIPTION
Shapefile and CAD File	These files will contain the following pieces of data: 1) Obstruction Surface Linework 2) Obstruction X-Y-Z Points 3) Obstruction Area Polygon (if applicable) 4) Obstruction Area Grid (if applicable)
Attributes will be included in the Shapefile as Object Data. For the CAD version, attributes will be provided in Spreadsheet Format and can be cross-referenced with the CAD file by Object Number.	Shapefiles will contain the following pieces of object data: • Object type • Northing / Easting / Elevation (MSL) • Latitude/Longitude • AGL Height (as able, for penetrating objects only) • Height-Above-Runway-End • Height-Above-Touchdown-Zone • Height-Above-Airport-Elevation

	• Distance-to-Runway-End • Distance-From-Runway-Centerline (and direction) • Penetration Value (if applicable) • Surface Affected & Slope (if applicable)

8.1.13 Planimetric & Topographic Mapping Compilation

Utilizing the aero triangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within AREA B. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1" =100' SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2' CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	**FORMAT**
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)

8.1.14 Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate ADIP formats. In terms of GIS-attributes, the RS&H will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final ADIP file will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

1. **Safety-Critical**
    a. Airspace
    b. Runway
    c. Runway
    d. NAVAID
2. **Non-Safety-Critical**
    a. Planimetric Data
    b. Topographic Data

Final GIS data will meet the following specifications**:**

GIS DATA-MODEL UTILIZED	FAA Airports-GIS (*AC 150/5300-18B, Chapter 5)*
GIS DELIVERY FORMAT	ArcGIS Shapefile

8.1.15 Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey files will be tested using the FAA's survey-file-test tool to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. RS&H will coordinate with the Airport prior to uploading the final submission to ADIP.

Following submission, RS&H will periodically follow up until the final submission receives approval by NGS. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by RS&H, the FAA and NGS.

8.1.16 Aeronautical Survey Deliverables

RS&H will deliver draft, intermediate, final products, and other documents as noted throughout this Task. A draft working paper, documenting the results of the inventory effort performed under this task, will be prepared. Narratives of the Aeronautical Survey developed in this task with supporting tables, charts, and other appropriate graphics, will be prepared. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to airport staff for review. Comments received will be incorporated into a completed working paper which will be integrated into the final Master Plan report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews. The anticipated deliverables are listed below. To the maximum extent possible, deliverables will be distributed as electronic documents via email, or electronic files (disks, flash drives, external hard drives). Distribution of paper copies will be minimized.

Deliverables Anticipated:

- Statement of Work Report (for Airports-GIS approval)
- Aerial Photography Acquisition Report (for Airports-GIS approval)
- Part 77 & AC 150/5300-13B Obstacle-Clearance-Surface Obstruction/Penetration Data
- Airfield Base-map (Planimetric & Topographic Mapping Data)
- Supplemental Obstacle Data
- Digital Ortho Imagery of AREA C (0.50' Resolution)
- Comprehensive FAA Airports-GIS Deliverable, consisting of:
    - Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data)
    - Non-Safety Critical Data (Planimetric & Topographic Mapping)
- Final Report (for Airports-GIS approval)

8.2 ADIP SYSTEM (INTEGRATION TO ALP)

RS&H will integrate the new planimetric and topographic data collected, surveyed, and data developed as part of the ADIP component of this Master Plan project into the Airport Layout Plan drawing set.

8.3 AIRPORT LAYOUT PLAN DRAWING SET

RS&H will comply with the requirements contained in FAA Advisory Circulars 150/5070-6B and 150/5300-13B, and FAA ARP SOP 2.0 *Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs)* October 1, 2013, and FAA *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps* (SOP 3.00). In addition, RS&H will incorporate design standards as relevant and appropriate into each drawing sheet of the Airport Layout Plan (ALP) set. All drawing sheets will be on standard 24-inch by 36-inch sheets and will be included in a reduced size format within the Airport Master Plan Report. Phased Airport development will be developed as report exhibits. Drawing sheet block/border sheet and

electronic file layering organization will be established by RS&H in consultation with the Airport staff. *It is important to note that no new noise contours will be developed as part of this master plan.*

Below is a description of the nineteen (19) ALP drawings proposed as part of the Airport Master Plan study, as common for a general aviation service airport the size and complexity of LRD. During the development of an ALP set, additional sheets are occasionally necessary to illustrate the information effectively. For this reason, this task will accommodate up to twenty-one (21) total sheets to be reasonable within this scope of services.

These drawings will conform to FAA standards as described in AC 150/5070-6B and AC 150/5300-13B. A completed FAA ARP SOP No.2 Appendix C. ALP Review Checklist will be submitted to FAA with the ALP Drawing Set for review and approval.

8.3.1 Sheet 1: Cover Sheet

RS&H will depict on this sheet the Airport sponsor, public officials and key LRD staff. It will also contain an airport location and vicinity maps and drawing sheet index.

8.3.2 Sheet 2: Airport Data Sheet

This sheet will include the airport data tables, wind data, and legend.

8.3.3 Sheet 3: Airport Layout Drawing

This sheet will depict the existing and proposed facilities. The sheet will conform to FAA standards as described in AC 150/5070-6B and AC 150/5300-13B. A completed FAA ARP SOP No.2 Appendix C ALP Review Checklist will be submitted with the ALP Drawing Set.

8.3.4 Sheet 4: Terminal Area Drawing

RS&H will depict close-in features of the major terminal area complexes as consistent with the ALP drawing. This drawing will show existing facilities and proposed development concepts within the area surrounding the Airport's general aviation facilities. The drawing will provide detailed reference to building, apron/ramp and auto access features, and descriptions of geometric dimensional areas, safety setbacks and separation standards. The drawing will include a general note section, building elevation table, reference to design standards, and a legend.

8.3.5 Sheet 5-6: CFR Part 77 Airspace Surfaces Drawing

RS&H will depict the future imaginary airspace surfaces for LRD in accordance with 14 CFR Part 77 criteria. RS&H will collaborate with LRD regarding identifying Airport Zoning Ordinance information and what requirements might be necessary for "future" configurations. This drawing may be used by LRD for height zoning controls. All horizontal, conical, approach and transitional surfaces will be depicted in a plan view, along with an isometric sectional view of the airport's airspace surfaces. These surfaces will be combined with an airport base map or USGS quadrangle maps.

8.3.6 Sheets 7-12: Inner Portion of the Approach Surface Drawing

RS&H will depict existing and future runway ends/thresholds depicting the Runway Protection Zones (RPZ) and approach profiles. Existing and potential obstructions to runway approach surfaces and air navigation will be identified. Topographic information will be obtained. Obstruction coordinates will be shown in latitude and longitude format, per FAA Advisory Circulars 150/5300-18B. RS&H will provide obstruction information to the plan, profile, and data tables that are getting close to penetrating a surface. This data will be used to project when an object may become a penetrating obstruction and will be considered during CIP development.

8.3.7 Sheet 13: Existing On-Airport and Off-Airport Land Use Plan

RS&H will update the existing land uses based on any changes since the previous Airport Layout Plan Update was prepared.

8.3.8 Sheet 14: Future On-Airport and Off-Airport Land Use Plan –

RS&H will develop the future on and off airport land use plan by incorporating existing future land use plans and land-use controls from adjacent government jurisdictions and the proposed development concept for LRD.

8.3.9 Sheet 15-17: Exhibit 'A'/Airport Property Map

These sheets will be included in the overall ALP set. The specific efforts to complete this task are outlined in Task 8.4 Exhibit 'A' Property Map.

8.4 EXHIBIT 'A' PROPERTY MAP

This task includes the preparation of an Exhibit 'A' Property Map in Compliance with FAA Review of Exhibit 'A' Airport Property Inventory Maps. The airport property map will conform to the standards described in FAA SOP 3.0 and will include existing and proposed land acquisition in both fee and easement.

This task assumes that the Airport or the City will provide current parcel, owner, and property data and that no survey, metes and bounds or additional records research will be needed to complete the updated table. Upon receipt of the data, RS&H will update the table with current information related to parcels purchased since the last ALP update. If any historic property records research or title searches need to be completed, this will be presented to the Airport as a separate, additional service to be provided.

Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. RS&H will identify which parcels should be purchased for future development or to protect the existing airport environment. LRD will provide FAA project number related to the federally funded existing airport property. Any federal obligations relative to each parcel will also be documented. Additionally, the Exhibit A map will note any possible encroachment including areas of unrecorded uses and/or where rights appear present. Released property interests will also be noted.

8.4.1 Base Section Mapping

RS&H will set up the base section mapping for the Exhibit 'A'. LRD or the City will provide legal descriptions for any new parcels the airport has purchased since the last update, as well as any changes to property boundaries since the last ALP (including any changes along Bob Bullock Loop due to TxDOT roadway improvements.

8.4.2 Organization of Property Title Files

RS&H will organize the title work information and files provided by the Airport. It is important to note that all records will be shared with the FAA so that draft Exhibit 'A' can be reviewed by the FAA. In addition, the naming/folder convention should be organized such that the data can be tracked with the naming convention in the Exhibit A drawing.

8.4.3 Property/Parcel Funding Research

RS&H will coordinate with the Airport and/or the City to research past FAA and other funding sources for each parcel. Each parcel will be evaluated to determine if is obligated to federal and state grant requirements.

8.4.4 Property Boundary Survey

Given the potential for property transfer to TxDOT for roadway improvements along Bob Bullock Loop, the Airport property boundary will be updated for this drawing. No property boundary survey will be completed for this task; all data will be provided to RS&H for inclusion in Property Map Exhibit 'A'.

8.4.5 Compute Airport Parcels

RS&H will compute and draw each parcel based on the legal description (to be provided by LRD or the City). There are anticipated to be no more than 10 parcels purchased since the last Exhibit 'A' Property Map. These 10 parcels will require title searches and new planimetrics created as part of this task.

8.4.6 Sheet Layout and Table Preparations

RS&H will depict airport property interests consistent with the existing and future Airport Layout Plan drawing. This drawing documents past airport land acquisition, including fee-simple and easement tracts. The Property Map will be updated to include parcels acquired or disposed of since previous updates. Airport staff will provide necessary parcel information (such as parcel number, parcel ID, owner, volume/page recorded, acreage, date of transfer, federal aid project number, grantor) and metes and bounds descriptions if available to update this drawing sheet. RS&H will review these records for inclusion into the table and Property Map. Should data be lacking, RS&H will coordinate with LRD to obtain any missing and relevant information. If the data is not available and additional research is necessary, an additional effort beyond this scope of work may be necessary.

8.4.7 Exhibit 'A' Summary Report

RS&H will develop a summary report for the Exhibit 'A' map. This summary will serve as a narrative description of the information on the Exhibit 'A' map and may be required for the Airport based on the results of the Exhibit 'A' map research. The report will be provided to LRD staff as part of the Master Plan Technical Report.

8.5 OBSTACLE ACTION PLAN

The August 18, 2015, FAA memorandum Reminder for Responsibilities for FAA Personnel and Airport Sponsors for Protecting Approach and Departure Surfaces supplements AC 150/5300-13B, Airport Design, with the requirement to develop/update an Obstacle Action Plan (OAP). This ensures LRD can maintain clear runway approach and departure surfaces. FAA is responsible for reviewing (but does not approve) an OAP. Using the latest survey gathered during this Master Plan and ALP update, RS&H will develop an OAP to supplement ALP obstruction disposition tables created as part of the ALP drawing set. The OAP will be a brief narrative summary referencing any obstacles identified on the ALP as penetrating existing TERPS approach and departure surfaces (per FAA Order 8260.3E) with phases necessary to accomplish the mitigation of obstacles to the maximum extent possible. A table(s) will be created to identify on- and off-airport obstacles and growth analysis will be performed according to Engineering Brief 91 and AC 150/5300-13B. Additionally, a plan will be established to maintain clear surfaces. It is critical to understand that any object that penetrates Part 77, TERPS, or TSS surface that does not have an OEAAA study number needs to be submitted for evaluation and disposition. During the scoping process, the FAA provided the OEAAA study data (NRA and OE) for LRD.

8.6 AIRPORT LAYOUT PLAN SET DELIVERABLE

Transmittal packages for submittal of the draft ALP (including all necessary FAA ARP SOP checklists and a brief narrative report) to the Airport Staff, and FAA for review and comment will be prepared. This first draft will be revised and resubmitted as the final draft ALP to the FAA for airspace review, consistent with FAA Southwest – Texas Airports District Office (ADO) procedures. After airspace review, the final ALP will be circulated for signatures. The following four packages will be created for the Airports ALP sets and may be delivered at different intervals. It has been noted that at the time of this scope development the FAA needs an electronic copy for review, and one (1) final full-size copy of the approved drawings.

8.6.1 Preliminary Draft

First Package (Preliminary Draft), submitted to Airport Staff.

- Transmittal Letter
- PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.
- All Applicable FAA ALP review checklists

8.6.2 Draft ALP

RS&H will revise and submit the second package (Second Package: Draft ALP) to Airport Staff and FAA Southwest – Texas Airports District Office (ADO).

- Transmittal letter
- PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.
- Two (2) full size copies of the Draft ALP
- All Applicable FAA ALP Review Checklists

8.6.3 Final Draft ALP

RS&H will revise and submit FAA Airspace Review Package (Third Package: Final Draft ALP) to FAA Southwest – Texas Airports District Office (ADO).

- Transmittal Letter
- Two (2) full size copies of the Final Draft ALP
- All Applicable FAA ALP Review Checklists
- PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.

8.6.4 Final Signed ALP

RS&H will revise and submit the fourth package (Final, Signed ALP) to the Airport Staff and FAA Southwest – Texas Airports District Office (ADO).

- Transmittal Letter
- Six (6) copies of the Final, Signed ALP (three (3) copies will be returned to the Airport Sponsor, one (1) copy for the Consultant, one (1) copy to the FAA, and one (1) copy to Texas Department of Transportation (TxDOT) Aviation Division
- Original, electronic ALP files includes all relevant CAD/GIS files will be delivered by an electronic file delivery service.

The ALP Approval letter revised from the FAA will be incorporated into the ALP Cover Sheet. Required signatures on the ALP Cover Sheet will be scanned and incorporated along with the FAA approval block scanned and incorporated onto the Airport Layout Plan Drawing.

TASK 9 PUBLIC INVOLVEMENT PROGRAM

The public involvement program (PIP) serves to ensure that the Master Plan benefits from the input of stakeholders, the public, and other interested parties. The public involvement program will help build support for the Master Plan's recommendations and facilitate subsequent environmental processing. The public involvement program for the Master Plan will consist of an advisory committee, a public involvement workshops, and briefings to the Airport Advisory Board.

9.1 PUBLIC INVOLVEMENT COORDINATION

RS&H will conduct up to three (3) teleconference coordination meetings with the Airport to review the status and progress of tasks related to the PIP throughout the Master Plan Study.

9.2 MASTER PLAN TECHNICAL ADVISORY COMMITTEE

With consultation with LRD staff, an Airport Master Plan Technical Advisory Committee will be formed. The committee will be known as the Master Plan Technical Advisory Committee (TAC). The TAC is formed for the specific purpose for providing input and insight on technical considerations as they pertain to the Airport and related elements to be addressed in the Master Plan. After the Master Plan is completed, this committee will be disbanded. A roster of approximately 10 to 12 members is anticipated, Airport staff will attend meetings but not as TAC members.

In reviewing the Master Plan work product, the TAC will evaluate its technical merit, while weighing the recommendations against community goals, values, and needs.

Participants in the TAC will be identified and appointed by LRD staff with assistance from RS&H. It is anticipated that key stakeholders, such as the cargo operators, fixed base operators, locally based corporate aircraft owners, airline representatives and recreational pilots, will make up the majority of the TAC Members. The actual subject of each of the TAC meetings will be determined as the study progresses, but the following will serve as a proposed topics:

- **Meeting #1:** Kick off the Master Plan, discuss major goals and objectives. Identify the special emphasis study areas as part of the Master Plan process. Report a summary of the aviation demand forecast. RS&H will send two (2) team members to attend and conduct this meeting.
- **Meeting #2:** Report on facility requirements and preliminary alternatives. RS&H will send two (2) team members to attend and conduct this meeting.
- **Meeting #3:** Report on the final recommendations for the preferred alternative that is selected at the conclusion of the Financial Feasibility and Implementation analysis. RS&H will send two (2) team members to attend and conduct this meeting.

RS&H will be responsible for scheduling the meetings, distributing notices, approving the meeting format and agenda, and will oversee each meeting. RS&H will prepare materials for the meetings, be present to discuss the appropriate agenda items and summarize the meeting results, as necessary. The inputs and responses received from the TAC members during the meetings, or through written comments, will be reviewed by RS&H and analyzed for possible incorporation into the final Master Plan Report.

9.3 PUBLIC INVOLVEMENT WORKSHOPS

Two (2) community outreach forums will be held during the Master Plan Process. These forums will be used to inform the public and media of the study process and major findings as well as receive input. RS&H will prepare the public notice for announcement of the forums in a newspaper of wide circulation, select website, flyers, and banners. The forum will include displays that provide a project overview and information relating to specific aspects of the project.

Public Involvement Workshops will be scheduled independently from other TAC or Airport Advisory Board meetings. It is anticipated the community outreach forums will coincide with the following tasks:

- **Public Involvement Workshop #1:** Summary of forecast, facility requirement findings and alternatives for consideration.
- **Public Involvement Workshop #2:** Summary of planning process and findings.

9.4 AIRPORT ADVISORY BOARD / CITY MEETINGS

RS&H will attend up to five (5) local government meetings, such as Airport Advisory Board, City Council, and/or Planning and Zoning, at the direction of the Airport Director, to provide an update on the master planning process. The Airport Director will provide RS&H with at least three weeks' notice for upcoming meetings at which the Consultant's presence is requested. RS&H will have two (2) team members attend each of these meetings.

9.5 SOCIAL AND MULTIMEDIA SUPPORT

RS&H will support the Airport in developing multimedia items such as renderings, conceptual graphics, technical posts, or similar content that enhance the master plan concepts and inform the public engagement process. In addition, RS&H will provide support to social media campaigns related to the Airport Master Plan. This could include Social Networks, microblogging, Social News, and Forms. This Social and Multimedia support is anticipated to complement the public involvement process throughout the 24-month study period.

9.6 PUBLIC INVOLVEMENT PLAN DELIVERABLES

The deliverable anticipated within this task are:

- Public Involvement (PIP) documentation
- Airport Advisory Board Meetings
  - **Technical Advisory Committee** – A total of three (3) agendas, presentations, and summary notes over the course of the project.
- Public Open Houses
  - **Public Involvement Workshop –** A total of two (2) agendas, presentations (printed boards) and summary notes over the course of the project.
- Airport Advisory Board / City Meetings
  - **Presentation and Meeting Materials** – Up to five (5) agendas, presentations, and meeting materials will be provided to the Airport to support governmental or local meetings regarding the Master Plan progress.
- Miscellaneous website content, social and multimedia content over the course of the project.

TASK 10 DOCUMENTATION

RS&H will prepare the previously prepared Working Papers into a single comprehensive document, which will be called the Airport Master Plan. The Airport Master Plan narrative report will be substantially complete, including text and graphics, as necessary to obtain LRD approval. Final review comments will be addressed, and a final narrative report will be prepared and distributed as indicated below. In addition, the FAA will receive electronic copies of all final deliverables for the Master Plan, Airport Layout Plan, and Exhibit 'A'. An FTP site is anticipated for these electronic deliveries.

10.1 MEETING SUMMARY NOTES

Meeting summary notes will be taken at all meetings related to project activities, summarized issues discussed, action items, and recommendations.

10.2 WORKING PAPERS AND TECHNICAL MEMORANDUMS

Working papers will be prepared at the completion of each of the previous main tasks:

- Task 1.4: Visioning Charrette
- Task 2: Inventory of Existing Conditions
- Task 3: Aviation Demand Forecasts
- Task 4: Facility Requirements

- Task 5: Identification and Evaluation of Alternatives
- Task 6: Environmental Overview and NEPA Strategy
- Task 7: Capital Improvement Program and Financial Feasibility
- Note: Tasks 8 and 9 will not have separate, stand-alone working papers. Task 11 will include a stand-alone documentation effort as identified in Task 11.7.

The working papers will be revised for incorporation into the Master Plan Narrative Report at the end of the planning process. It is anticipated that each working paper will be reviewed by LRD staff and RS&H will need to make refinements before these working papers are finalized. RS&H will coordinate with LRD staff regarding revisions and anticipates only two (2) rounds of revisions before the working papers are finalized. In addition, it is expected that LRD staff will review and provide comments within two weeks following a deliverable to keep the project on schedule.

In addition to the working papers, RS&H anticipates up to three brief technical memorandums to summarize key findings, conclusions, and direction that may be necessary throughout the master planning process. These technical memorandums may include, but are not limited to, land use considerations, financial data review, airport recycling, reuse, and waste reduction summary. Their purpose is to document the technical analysis and conclusions reached at key points in the master planning process. Each of these deliverables will be delivered electronically.

10.3 FINAL NARRATIVE REPORT

The primary objective of the reports is to provide an illustrative, readable, and user-friendly report that can be easily understood by the public. Although there will be a great deal of analytical work completed as part of the study, the main report will only present the issues, methodologies, results, conclusions, and recommendations. Where appropriate, color graphics and other illustrative techniques will be used to provide a clear message concerning the future direction of the Airport. Documentation of back-up technical analysis will be in the form of technical appendices.

A draft report consisting of final versions of the Master Plan working papers will be prepared to provide the Airport the opportunity for a final review. RS&H will coordinate with LRD staff regarding revisions and anticipates one (1) round of revisions before the technical report is finalized. All final documents will be provided in electronic .pdf format suitable for copies and upload to the Airport's website. Five (5) paper copies of the Master Plan Technical Report and a "print ready" digital version will be provided for distribution.

10.4 SUMMARY BROCHURES

An executive summary document will be prepared for the Master Plan that presents an overview of the findings of the master plan in a graphically oriented format. The executive summary will be approximately 5 to 10 pages and will be delivered electronically for airport staff review. All final documents will be provided in electronic .pdf format. Distribution of paper copies will be minimized. This task assumes that 20 copies of the Master Plan Executive Summary Report and a "print ready" digital version will be provided for distribution.

TASK 11 PAVEMENT MANAGEMENT PROGRAM

This task will consist of a Pavement Condition Index (PCI) inspection, Pavement Management Plan (PMP) preparation, and Pavement Classification Rating (PCR) calculation.

As a result of Public Law 103-305, Section 107, which thereby amended Title 49, Section 47105 of the United States Code, Assurance No. 11 was added to the *FAA Owner Assurances*. This Assurance dictates that each Airport Owner must assure or certify that it has implemented an effective airport pavement maintenance-management program. Further, Owner's must provide reports that address the condition of their pavement and the status of their pavement management program to the FAA every three (3) years.

The requirement to establish a pavement maintenance management program applies to any Owner who has received federal assistance to construct, reconstruct, or repair airfield pavement. Every grant agreement that addresses pavement rehabilitation or reconstruction contains a grant assurance that incorporates the obligation for a pavement maintenance program.

Additionally, FAA Advisory Circular 150/5335-5 (Version D, dated 4/29/2022) dictated that all public-used paved runways at all Part 139 certificated airports be assigned **PCR values by September 30, 2024**. While the immediate requirement is for Runways, the FAA recommends reporting pavement strength "for all paved runways, taxiways and aprons" at all airports.

Since the Airport does not have a current PMP or PCI data for the airfield pavements, the scope of this work will be to develop a PCI network and the initial PMP for the Airport. This PMP/PCI will be developed for airside pavements only. Airside pavements include all active Runways, Taxiways, Taxilanes and public apron areas within the movement areas. Not included in this scope of work are: private apron areas; unused old pavement areas; taxiways/taxilanes outside the movement area; and the perimeter road system.

Specific work elements and services include the following:

- Develop PCI for airside pavements
- Conduct Destructive Testing (Pavement Cores) as necessary to determine PCR and support predictive pavement conditions
- Determine the PCR for airside pavements
- Develop a PMP for airside pavements

A Pavement Management Systems Report will be developed that will include the following:

- PCI for Airside Pavements
- A Pavement Classification Rating Report
- Airfield Pavement Management Plan

FIGURE 1:
AERIAL IMAGE OF LAREDO INTERNATIONAL AIRPORT



11.1 KICK-OFF MEETING AND PROJECT INITIATION

RS&H will complete the necessary Project initiation and documentation setup in order to appropriately manage the Project.

RS&H will prepare for and attend one (1) project kick-off meeting with LRD staff. The kickoff meeting will be held at the Airport Conference Room to discuss the scope of proposed work, field investigation, airfield security and access requirements, project schedule, and deliverables.

11.2 CONDUCT AIRFIELD PCI SURVEY

11.2.1 Airfield Pavement Records Review

RS&H will review pertinent record drawings, files, and reports. During the records review, available information pertaining to the pavement construction, rehabilitation, and maintenance history of the Airport will be provided by LRD, where available. Extents of airfield pavements/areas will be determined based upon existing AutoCAD drawings previously provided by LRD.

11.2.2 Traffic Data Collection

RS&H will collect and review aircraft traffic data provided by LRD, with estimates of traffic growth over the next five (5) years. The traffic data will be used for pavement testing and analysis listed in Task 4 and to schedule pavement inspections listed in subsequent subtasks.

11.2.3 Review / Develop Airfield Network Definition

RS&H will review the current designation to each individual facility (runway, taxiway, public apron, etc.) at the Airport. The pavement areas will be divided into networks, branches, sections, and sample units to be in accordance with the American Society for Testing and Materials (ASTM) Standard D5340, Standard Test Method for Airport Pavement Condition Index Surveys and the FAA's Advisory Circular 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements*. RS&H will ensure that pavement branches are identifiable parts of the pavement network that are a single entity and have a distinct function. For example, each runway, taxiway, and apron areas are separate branches. RS&H to the extent possible, will classify pavement sections are contiguous pavement areas having uniform construction, maintenance, usage history, condition, traffic volume, and load intensity. RS&H will ensure that pavement sample units are a subdivision of a pavement section that has a standard size range of 5,000 contiguous square feet (± 2,000 ft^2) for flexible pavement and 20 contiguous slabs (± 8 slabs) for rigid pavement. RS&H will update the pavement network to include new pavement that was not part of the previous pavement management system report. RS&H will review the existing airport base mapping and confirm that all pavement limits that are included in this scope are properly depicted on the base map. It is anticipated that approximately 24 hours of a **two-person ground survey team** will be required to supplement the existing airport base mapping. RS&H will subcontract the survey services to team-member Crane (proposal attached), to perform the supplemental survey services.

11.2.4 Exhibit Preparation and Owner Coordination

Prior to conducting the airfield PCI survey, RS&H will prepare, submit field schedules, and coordinate with the Owner to ensure timeliness of the data collection and proper pavement closure for obtaining the data. RS&H will coordinate and attend one (1) meeting **(virtually)** with the Owner at the Airport to review the PCI Survey schedule.

11.2.5 Conduct Airfield PCI Survey

RS&H will conduct field survey of the sample units within each section. The airfield pavement, to include runways, taxiways, shoulders, and aprons, will be evaluated using the Pavement Condition Index (PCI) survey procedures as defined in ASTM D5340. RS&H will inspect to a 95% confidence level per ASTM D5340 for airfield pavements (approximately 40% sampling rate).

RS&H will record each airfield pavement distress, as defined in ASTM 5340, to include distress severity level (low, medium, high) and quantity using electronic tablets and global positioning system (GPS) devices to ensure the proper location of each distress is recorded. Photographs of typical pavement distresses will be taken for each pavement section and photographs of any unusual or significant pavement distresses will be taken at all sample areas.

RS&H assumes that the Owner will provide closure of airfield pavements, including necessary barricades and other closure-related field equipment, for the PCI survey and provide a field escort to provide radio communication with the air traffic control tower. The time allotted for pavement inspection assumes efficiency. The time necessary to identify and layout the samples will vary depending upon pavement type and location. Once identified, the time to review and record pavement condition is assumed to be fifteen minutes for each asphalt concrete sample and two minutes for each PCC slab. Three or four-person crews

operating on site for six to eight hours per work period will be used for the inspection. It is assumed that approximately ***zero (0%)*** percent of airside pavement inspections will be conducted at night and are not included in this scope of work. If night-time PCI surveys are required, portable light plants towed by trucks will be required. A contract amendment will be required to include costs associated with nighttime inspection work.

11.2.6 Process Airfield PCI Survey Data

RS&H will use PAVER Pavement Management Software to calculate the PCI value of each sample unit and each section and average PCI for each branch and assign an overall pavement condition rating to each section (i.e. "Good, Fair, Poor, Very Poor, and Failed") based on the distresses recorded during the PCI survey.

11.2.7 Develop Airfield PCI Mapping

RS&H will develop a series of color exhibits that will include the pavement network, pavement construction history, pavement type, pavement priority, pavement condition maps, and pavement distress maps. The Airport's existing base map will be used. The pavement conditions ratings will be shown in numerical and color-coded exhibits. The exhibits will be formatted and published in 22"x34" sheet sizes, printable in 11"x17" format. The Pavement Distress map data will also be provided in a Keyhole Markup Language (.KML) file format viewable in Google Earth.

11.2.8 Airfield PCI Survey Results – Review Meeting

RS&H will coordinate and attend one (1) meeting **(virtually)** with the Owner at the Airport to review the results of the airfield PCI. RS&H will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Owner's authorized representative(s) will provide any additional written comments to RS&H within one (1) week of the review meeting.

11.2.9 Incorporate Airfield PCI Data into Airfield Pavement Management System Report

RS&H will incorporate all airfield PCI data from this task into the Airfield Pavement Management System Report. The documentation will include a summary of data collection and mapping. This will include sketches showing the areas inspected, PCIs for each area and recommended rehabilitation or reconstruction area for each branch or section.

The types of distress identified during the surveys will also be analyzed. The types of distress present provide insight into the cause of the pavement deterioration. Distress types are characterized as load-related (such as alligator cracking), climate-related (such as weathering and raveling), and materials-related (such as durability cracking). Understanding the cause of distress allows a treatment to be selected that corrects the cause of deterioration.

11.2.10Quality Control / Quality Assurance Review

RS&H will conduct in-house quality control review of the data and the documentation, prior to submittal to the Owner's authorized representative(s).

11.2.11Project Management

RS&H will administer the project in coordination with assigned airport staff. RS&H will manage the project, coordinate with Owner staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.
RS&H Team will perform the and analysis to develop a complete 5-year pavement Capital Improvement Plan (CIP).

It is anticipated that the kickoff meeting for this task will be concurrent with those described in Task 11.1, and that the historical data/research will be similar. Therefore, no additional time has been added for these tasks.

11.3 GEOTECHNICAL INVESTIGATION AND ANALYSIS

RS&H will coordinate the reconnaissance and planning for pavement cores and subsurface geotechnical analysis for airfield pavements. RS&H will subcontract the geotechnical analysis to team-member Castle (proposal attached).

Note: The intent of this task is to determine pavement structure and subgrade strength characteristics based on any areas that require determination of PCR (typically runways). Without destructive testing, PRC analysis relies solely on assumptions and record drawings; destructive testing will help to confirm those assumptions for the current in-place pavement section and soil characteristics in those areas tested. The geotechnical/coring analysis is not intended to provide design-level information for future pavement rehabilitation projects. The frequency of cores/bores is minimal in order to get a general idea of pavement structure and subgrade strength only.

Drilling Program

- Core-Drill and perform geotechnical borings for 16 locations in the existing airfield pavement areas to determine pavement structure and subgrade strength characteristics. The thickness of the pavement and underlying aggregate base will be measured and recorded.
- Perform 16 standard penetration testing (SPT) one at each core-drill location, and retain representative soil samples for laboratory use.
- The proposal assumes that there are no hazardous materials or special environmental conditions; however, should subsurface conditions be encountered during test drilling that indicate additional or special drilling and/or special testing or analysis, RS&H will contact the Owner for direction prior to proceeding.

Testing Program

In the laboratory, soil samples will be visually classified. Laboratory testing of representative samples will be performed in accordance with ASTM/AASHTO procedures to classify existing soils according to the Unified Soils Classification System (USCS) and to infer engineering properties of importance for PCR analysis. Based upon the information provided, lab testing will include a combination of the following tests with report provided:

- Visual Classification

» Composite California Bearing Ratio (CBR) and Modulus of Subgrade Reaction (k-value)

11.3.1 Determine Pavement Classification Rating (PCR)

RS&H will determine the PCR for full strength pavements of runways, taxiways and aprons at the Airport, excluding pavements under private lease. Utilizing COMFAA software, the PCR's will be determined utilizing the "Technical Method" outlined in FAA Advisory Circular 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCR*.

RS&H will utilize existing record documents to determine pavement cross-section properties. Cores that are obtained from the geotechnical investigation performed in Task 10.3 will be used to confirm the pavement section data when possible.

RS&H will develop a PCR map of the airfield. The PCR map will match the scale and detail of the PCI map listed in Task 11.2. PCR values of all full-strength pavements on runways, taxiways, and aprons will be listed on the map.

11.3.2 Develop 10-Year "No Action" Analysis

RS&H will analyze the airfield pavements and develop a prediction model to determine the PCI values of the pavement ten (10) years in the future, assuming no pavement maintenance or repairs are performed.

RS&H will use all the data that is developed in Task 11.2 to determine the estimated rate of deterioration for each airfield pavement. The deterioration will be extrapolated ten years in the future to determine the estimated pavement condition, assuming no maintenance or repairs are performed.

PCI values for each section of pavement will be established and plotted on a PCI map. The PCI map will match the scale and detail of the airfield PCI map listed in Task 11.2.

11.3.3 Pavement Testing and Analysis Results – Review Meeting

RS&H will coordinate and attend one (1) meeting with LRD at the Airport to review the results of the PCI. RS&H will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Owner's authorized representative(s) will provide any additional written comments to RS&H within one (1) week of the review meeting.

11.3.4 Incorporate Pavement testing and Analysis into Airfield Pavement Management System Report

RS&H will incorporate all pavement and testing analysis results from this task into the Airfield Pavement Management System Report.

11.3.5 Quality Control / Quality Assurance Review

RS&H will conduct in-house quality control review of the data and the documentation, prior to submittal to the Owner's authorized representative(s).

11.3.6 Project Management

RS&H will administer the project in coordination with assigned Airport staff. RS&H will manage the project, coordinate with Airport staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

Develop Pavement Management Program in accordance with FAA Advisory Circular 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements,* and FAA Advisory Circular 150/5380-7B, *Airport Pavement Management Program (PMP).*

This document will outline recommended maintenance and repair procedures for collecting, analyzing, maintaining, and reporting pavement data for airfield pavements at the Airport. The document will include suggested maintenance policies and budget costs for necessary work, based upon visual condition survey and results from PAVER program described in Task 11.2.

11.4 PMP COORDINATION MEETING / RECORDS RESEARCH

RS&H will prepare for and attend one (1) coordination meeting at the Airport with the Owner and FAA staff, as necessary. The purpose of this meeting will be to discuss the components of the PMP, to solicit and gather information on existing maintenance practices, past rehabilitation projects, and future planned maintenance/rehabilitation.

NOTE: It is assumed that this meeting will coincide with the meeting described in Task 11.1. Only time for additional agenda, records research, and minutes preparation (in addition to that necessary for Task 11.1) has been included.

11.4.1 Data Analysis

The PCI data determined from Task 11.2 will be utilized to develop maintenance and repair policies specific to the distresses encountered.

11.4.2 Develop Maintenance and Repair Techniques

RS&H will develop maintenance and repair (M&R) techniques specific to the airside pavements and distresses at the Airport. RS&H will develop a 5-year M&R program for the maintenance of airfield pavements based on functional conditions.

11.4.3 Develop Pavement Management Program (PMP) Report

RS&H will develop a Pavement Management Program consisting of the following:

- Pavement Inventory
- Applicable Paver output, including existing and projected PCI data
- M&R Program and Budget
- Inspection Schedule
- Rehabilitation/Replacement Methods for Pavement Management
- Estimates of Construction Costs for Recommended Rehabilitation/Repairs

As part of the PMP, RS&H will coordinate with LRD to determine the appropriate course of action for responding to pavement repair. These documents will show, via text and pictures, the different types of distresses and their applicable repair. Depending on the type and severity of the repair needed, the Owner can repair the pavement in-house under their maintenance program or schedule the pavement for repair under their CIP. A detailed methodology of what pavement repairs will be needed for each distress will be included in the report (i.e. – crack sealing, surface treatments, joint seal replacement, etc.). Pavement repairs will be prioritized based on the operational ranking of each pavement section (primary, secondary, or tertiary). The pavement rankings will be reviewed with the Airport.

11.4.4 Quality Control / Quality Assurance Review

RS&H will conduct in-house quality control review of the data and the documentation, prior to submittal to the Airport's authorized representative(s).

11.4.5 Airfield Pavement Management Program – Review Meeting

RS&H will coordinate and attend one (1) meeting with the Owner at the Airport to review the results of the PMP. RS&H will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Owner's authorized representative(s) will provide any additional written comments to RS&H within one (1) week of the review meeting.

11.4.6 Incorporate Airfield PMP into Airfield Pavement Management System Report

RS&H will incorporate PMP from this task into the Airfield Pavement Management System Report.

11.4.7 Project Management

RS&H will administer the project in coordination with assigned Owner staff. RS&H will manage the project, coordinate with Owner staff, assign qualified individuals or sub-consultants to the project, and will complete the efforts within a reasonable and agreeable time frame.

11.5 PMP MEETINGS AND PRESENTATIONS

- Task 10.1 - Kick-off Meeting
- Task 10.2 - Two (2) PCI Survey Coordination/Results Meetings - Virtual
- Task 10.3 – One (1) Pavement Testing Review Meeting
- Task 10.4 – Two (2) Coordination meetings- Coordination PMP Review (at Airport)

11.6 PMP TASK SCHEDULE

The following approximate schedule will be used for this project.

Task	Start	Finish
Task 11.1 - Kick-off Meeting and Project Initiation	Auguet 2024	
Task 11.2 - Conduct Airfield PCI Survey	Sept 2024	January 2025
Task11. 3 - Pavement Testing and Analysis / PCR	August 2024	Sept 2024
Task 11. 4 - Develop Airfield Pavement Management Program (PMP)	January 2025	March 2025

11.7 PMP DELIVERABLES

- Updated Pavement Network/Distress Mapping (CAD/KML Electronic Submittal)
- DRAFT Airfield Pavement Management System Report (5 Hard Copies / Electronic Submittal)
- FINAL Airfield Pavement Management System Report (5 Hard Copies / Electronic Submittal)

TASK 12 PROJECT MANAGEMENT

12.1 PROJECT ORGANIZATION, MANAGEMENT, AND ONLINE TOOL

RS&H will work with LRD to define a platform (Example Microsoft Teams) for exchanging information, electronic data files, and deliverables throughout the LRD Master Plan Update. The site will be used exclusively for working and collaborating in real-time on the project. This real-time workspace platform will let the team members and outside partners keep an eye on every detail that brings a project to fruition. The site will be password protected and be used as a resource for all members of the Master Plan Team. This platform will be used to establish coordination protocol and will facilitate the execution of all elements of the Master Plan Update as a central source for all relevant information. RS&H will work with LRD to identify the desired format for reports, meeting minutes, status reports and other related documents and will establish the standards to be applied for all project documentation. At a minimum the site will contain the following information

- Master Plan contacts (RS&H, LRD and others)
- Scope of services
- Schedule
- Documents, meeting notes, and vital correspondence.

12.2 PROJECT TEAM COORDINATION

RS&H will bi-weekly in-person or teleconference coordination meetings among the team members and monthly meetings with LRD to review the status and progress of each task, schedule, and budget performance. These meetings may be held in-person or via teleconference. Each of these team coordination meetings were included within each proceeding project task, and the effort will be evenly distributed throughout each of the "Team Coordination" tasks.

12.3 PROGRESS REPORTS

RS&H will provide the LRD Project Manager, and others as required, with a monthly one-page bullet points of summary of progress/status reports on project schedule, upcoming milestones, and budget as well as any issues that have arisen that may affect delivery of the Master Plan Update. It is anticipated that there will be a maximum of twenty-four (24) progress reports prepared as part of the LRD Master Plan Update.

12.4 PROJECT BUDGET

RS&H has given careful attention to the development of this scope of work for this master plan update study to match the necessary effort to each scope item. This scope has been designed to allow the sponsor, Consultant, and the FAA to develop a budget that meets the goals and objectives of the study.

The budget status will be updated and managed monthly to allow reporting of work completed to date compared to budget expended to ensure all services are completed within the approved budget. It must be noted that federal planning grants cannot be amended to cover additional costs that might occur after the grant is executed. It is anticipated that the Project Manager will actively monitor and make budget adjustments on a monthly basis throughout the entire project. Therefore, it is anticipated that there will be thirty (30) budget adjustments conducted as part of the LRD Master Plan Update.

12.5 PROJECT SCHEDULE

RS&H has gathered calendar information from appropriate team members and established a proposed Master Plan Process Schedule/Timeline. The schedule/timeline will be refined throughout the planning process and will include all meetings (hard dates), task completion dates, major milestones, etc. The refined schedule will clearly indicate decision points beyond which work will not proceed without FAA or LRD staff review and approval. Items anticipating FAA and/or LRD staff review, and approval include forecasts, working papers (draft report chapters), notices, presentations, Airport Layout Plan, and other items as noted within this scope. It is anticipated that the Project Manager will actively monitor and make schedule adjustments on a quarterly basis (or as needed) throughout the entire project.

The following assumptions have been made for this Scope of Work:

- Adherence to the project schedule is contingent upon LRD providing written comments to the planning team within two weeks of submittals.
- Adherence to the project schedule is contingent on receiving all items from LRD listed in each task.

The following items are excluded from this Scope of Work:

- Airspace simulation and modeling
- Environmental processing, permit preparation and submittals, environmental assessments, and environmental impact statements.
- Airport Economic Impact Assessment Study and Report
- FAR Part 150 Noise Compatibility Study

12.6 PROJECT INVOICING

RS&H will provide monthly invoices to the LRD for approval and processing. The format of these invoices will be discussed and agreed upon with LRD. It is anticipated that there will be a maximum of twenty-four (24) invoices prepared as part of the LRD Master Plan Update.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for the Master Plan Scope of Work:

- LRD will provide the data related to current parcels for Task 8.4 as noted to the best of their abilities. It is understood this is a starting point of best information to facilitate the title search information and expediate these efforts. The Consultant will validate this information under this assignment. If additional effort is required, a separate scope of work/project may be necessary.

- No title searches for parcels will be completed

The following items are excluded from the Master Plan Scope of Work:

- Boundary survey will not be included
- Title searches beyond level of effort identified in Task 8 will not be conducted without an amendment
- Design or Construction Services
- Any other services not explicitly defined
- Airspace Analysis and Building Height Restriction
- FAA Form7460 submissions
- Market Assessment Analysis
- RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling, and remediating) to the extent the City of San Antonio specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

The following assumptions have been made for the PMP Scope of Work:

- Escort for PCI investigations, PCR Testing, Survey, and Geotechnical Investigations will be provided by the Owner. RS&H assumes that the Owner will provide closure of pavements for inspection, including necessary barricades and other closure-related field equipment, and provide a field escort to provide radio communication with the air traffic control tower.
- Owner will provide current airside operational data (type of aircraft and number of operations)
- Owner will provide all necessary record documentation pertaining to airside pavements to RS&H for their use. Previous .dwg files of pavement management documentation is required by RS&H.

The following items are excluded from the PMP Scope of Work:

- Safety Risk Assessment Meetings
- Nighttime PCI inspections
- Any other services not explicitly defined
- Copies of Client-owned software
- Software/Hardware required outside of that specifically depicted
- RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling, and remediating) to the extent the Laredo International Airport specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Fixed Lump Sum Fee of $1,698,428.54. See Attachment A for a breakdown of costs.

ATTACHMENT A - SUMMARY OF PROFESSIONAL FEES

Pavement Condition Index (PCI) and Pavement Management Plan (PMP)
Laredo International Airport
Laredo, Texas

PROJECT COST SUMMARY

	Labor/ Professional Services	Reimbursable Expenses	Total
Task 1: Project Initiation and Kickoff Meeting	$43,832.00		$43,832.00
Task 2: Inventory of Existing Conditions	$89,944.00		$89,944.00
Task 3: Aviation Demand Forecasts	$136,670.00		$136,670.00
Task 4: Facility Requirements	$94,260.00		$94,260.00
Task 5: Identification and Evaluation of Alternatives	$149,912.00		$149,912.00
Task 6: Enviromental Overview and NEPA Strategy	$80,320.00		$80,320.00
Task 7: Capital Improvement Program and Financial Feasibility	$131,026.00		$131,026.00
Task 8: Airport Layout Plan Set	$265,336.00		$265,336.00
Task 9: Public Involvement Program	$120,942.00		$120,942.00
Task 10: Documentation	$107,460.00	$5,675.00	$113,135.00
Task 11: Pavement Management System	$377,157.54		$377,157.54
Task 12: Project Management	$63,016.00		$63,016.00
Travel Expenses		$32,878.00	$32,878.00
GRAND TOTAL PROPOSED FEE	**$1,659,875.54**	**$38,553.00**	**$1,698,428.54**

PROJECT COST BY CONSULTING FIRM

Consultant	Labor/ Professional Services	Reimbursable Expenses	Total
RS&H	$1,491,220.00	$38,553.00	$1,529,773.00
Crane (PMP)	$8,082.54	$0.00	$8,082.54
Castle (PMP)	$19,785.00	$0.00	$19,785.00
Martinez Geospatial (ALP)	$140,788.00	$0.00	$140,788.00
	$1,659,875.54	**$38,553.00**	**$1,698,428.54**

City Council

Meeting Date: 9/3/2024 **Consent Agenda 27.**

SUBJECT
Consideration to authorize the City Manager to execute an Air Service Agreement with Aerotransportes Rafilher S.A. de C.V., San Luis Potosí, México (“Aerus”), to conduct commercial air transportation services. The term of the agreement is for eight months, commencing on October 14, 2024, and ending on June 14, 2025, with the City’s sole option to extend for an additional year, ending June 14, 2026.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Aerotransportes Rafilher S.A. de C.V., San Luis Potosí, México (“Aerus”) is a Mexican airline that has proposed to provide commercial air transportation service from the Laredo International Airport to the Monterrey International Airport.

Aerus will operate 5 weekly frequencies scheduled MTY-LRD-MTY (Monterrey, México - Laredo, TX - Monterrey, México) air service utilizing Cessna Grand Caravan EX aircraft configured for nine passengers in single-class seating.

The City has agreed to a revenue guarantee to Aerus that each Departure in each Market in a calendar month will produce no less than a specified level of Total Departure Revenue for each Departure as described below:

Revenue guarantee per departure from Laredo, Texas (LRD) to Monterrey (MTY) - $1,428

Revenue guarantee per departure from Monterrey (MTY to Laredo, Texas (LRD) - $1,216

The City also agrees to waive 100% percent of Aerus’ Landing Fee and FIS Fee obligation during the first term of this agreement.

The term of the agreement is for eight (8) months, commencing upon date of last signed authority (“Effective Date”) and ending on June 14, 2025, with the City’s sole option to extend for an additional year, ending June 14, 2026.

COMMITTEE RECOMMENDATION
Airport Advisory Board recommends the approval of this motion.

STAFF RECOMMENDATION
Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 28.**

SUBJECT
Consideration to authorize a change order for the amount of $114,474.00 and ratify the purchase of the retractable system from Hussey Seating for the upgrades at Sames Auto Arena. The majority of this change order is needed to accommodate for adding ADA platform seating that will enable Sames Auto Arena to comply with ADA seating requirements. In addition, there was a smaller part of the order to have cup holders added to the seats. Funding is available in the Sports & Community Venue Fund.

PREVIOUS COUNCIL ACTION
Approval of contract with Hussey Seating in the amount of $2,422,460

BACKGROUND
Initial approval of contract with Hussey Seating, Staples, MN, in the total amount of $2,422,460.00 for the replacement of the current telescopic platforms which include 1,514 metro polymer seats at the Sames Auto Arena located at 6700 Arena Boulevard, Laredo, Texas. This purchase shall be made utilizing the OMNIA Cooperative Purchasing Contract Program. All labor, materials, equipment, insurance, and bonds are included in the total price. Funding is available in the Sports and Venue Community Fund.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Sports & Community Venue Fund
Account #:	256-7911-555-9301
Change Order: Exceeds 25% Y/N:	Y

FINANCIAL IMPACT:
Funding is available in the Sports & Community Venue fund account 256-7911-555-9301.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 29.**

SUBJECT
Consideration to authorize the purchase of two pizza ovens from A-Tex Restaurant Supply for a total of $68,550.32 to replace current ovens that are not in good working condition and have been used since the arena opened in 2002. The equipment is a like-for-like replacement, for a conveyor oven, Gas Lincoln Impinger Model No. 1180-2G. The purchase will be made utilizing the BuyBoard Cooperative Purchasing Contract #683-22. Funding is available in the Sports and Community Venue Fund.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
The Sames Auto Arena submits the following request for one Purchase Order from the R&R fund to replace two pizza ovens located in Concession #4 and #5. Currents pizza ovens are not in good working condition and have been used since the Arena opened in 2002. The equipment is a like-for-like replacement, for a conveyor oven, Gas Lincoln Impringer Model No. 1180-2G. The purchase will be made utilizing the BuyBoard Cooperative Purchasing Contract #683-22. Funding is available in the Sports and Community Venue Fund.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Sports & Community Venue Fund
Account #:	256-7911-555-9301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in Sports & Community Venue Fund account 256-7911-555-9301.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Resolution 30.**

SUBJECT
A Resolution of the City Council, of the City of Laredo, Texas urging the Texas Legislature to enact legislation that provides border cities with the necessary tools to thrive and continue contributing to the state's prosperity including, but not limited to additional funding for border communities, combining or amending the Sports Venue and 4B Taxes, and amending the 3.5% budgetary growth cap.

PREVIOUS COUNCIL ACTION
Click or tap here to enter text.

BACKGROUND
This in preparation for the upcoming State Legislative session.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Click or tap here to enter text.

Fiscal Impact

Fiscal Year:	n/a
Budgeted Y/N?:	n/a
Source of Funds:	n/a
Account #:	n/a
Change Order: Exceeds 25% Y/N:	n/a

FINANCIAL IMPACT:
Not at this time.

Brief on the Need for Additional State Funding for Border Communities

Joseph W. Neeb

August 26, 2024

Introduction:

Border communities in Texas play a critical role in the state's economy, serving as key hubs for trade, commerce, and cultural exchange. Despite their importance, these communities often face challenges related to underfunding, which stems in part from a population-based funding model that does not fully capture the unique dynamics of border regions. To support their continued growth and to ensure they contribute fully to the state's economy, it is essential to provide additional state funding to these areas.

Economic Importance of Border Communities:

1. Trade and Commerce: Border communities are the gateway for international trade, particularly with Mexico, one of Texas's largest trading partners. Ports of entry in border cities like Laredo, El Paso, and McAllen are critical to the flow of goods, contributing billions of dollars to the state's economy. Increased funding would ensure that infrastructure and services in these communities can keep pace with the demands of international trade.

2. Job Creation and Economic Growth: Border regions are significant employment centers, not just for local residents but also for people from surrounding areas. The economic activities in these communities support jobs in logistics, manufacturing, retail, and services, which in turn contribute to state tax revenues. Adequate funding is necessary to sustain and expand these economic activities, directly benefiting the state's economy.

3. Cultural and Social Contributions: Border communities are rich in cultural diversity and serve as cultural bridges between Texas and Mexico. This unique position enhances the state's cultural richness and attracts tourism, further contributing to economic growth. State funding can help preserve and promote these cultural assets, making the region more attractive for visitors and investors alike.

Challenges of the Current Population-Based Funding Model:

1. Undercounting of Population: The border areas often experience challenges in accurately counting their populations, partly due to high levels of mobility and transient populations. As a result, the current population-based funding model underestimates the actual number of people relying on public services, leading to insufficient funding for critical infrastructure, healthcare, and education.

2. Cross-Border Dynamics: Border communities frequently provide services to non-residents, including cross-border workers, tourists, and others who come into the area temporarily. These populations contribute to the demand for services but are not reflected in official population counts, leading to a mismatch between the needs of the community and the funding they receive.

3. Strained Public Services: Due to the undercounting of populations and the unique demands placed on border communities, public services such as healthcare, education, and law enforcement are often strained. Without additional state funding, these services will continue to struggle, which could negatively impact both local residents and the state's broader economic interests.

Conclusion:

To support the economic growth of Texas and ensure that border communities can continue to thrive, it is imperative to provide additional state funding. These communities are vital to the state's economy, and their contributions far exceed what is currently captured by population-based funding models. By allocating more resources, the state can help these regions address their unique challenges, ensuring they remain strong contributors to the Texas economy while providing essential services to their residents and the many others who depend on them.

Brief on Combining the Sports Venue Tax with the 4B Tax

Joseph W. Neeb

August 26, 2024

The state legislature should consider combining the sports venue tax with the 4B tax due to their overlapping purposes and the potential for streamlined financial management and enhanced community benefits.

Similarities of Both Taxes:

1. **Purpose**: Both the sports venue tax and the 4B tax aim to support community development. The sports venue tax focuses on funding sports facilities, which can drive tourism, economic growth, and community engagement. Similarly, the 4B tax is used to finance a broader range of community projects, including parks, civic centers, and recreational facilities—areas that often intersect with the objectives of sports venue projects.
2. **Economic Impact**: Both taxes are designed to generate revenue that enhances the local economy. By funding public infrastructure and amenities, these taxes stimulate economic activity, create jobs, and attract businesses and visitors to the area.
3. **Funding Mechanism**: Both taxes are collected as part of the local sales tax, making them similar in their collection and administrative processes. Combining these taxes would streamline administrative efforts, reduce redundancy, and potentially increase the efficiency of tax revenue allocation.

Benefits of Combining the Taxes:

1. **Efficiency in Allocation**: Merging these taxes would allow for more flexible use of funds. Instead of having separate pools for sports venues and other community projects, local governments could allocate resources where they are most needed, whether it be a new sports facility or a community park that also serves as a recreational space.
2. **Administrative Streamlining**: Managing one combined tax instead of two separate ones would reduce administrative costs and simplify the budgeting process for municipalities. This efficiency could lead to better oversight and a more strategic approach to community development projects.
3. **Increased Impact**: A combined tax would provide a larger, more versatile pool of funds that could be leveraged for more significant and impactful projects. This flexibility could lead to the development of multi-use facilities that serve a wider range of community needs, further maximizing the return on investment for taxpayers.

Respecting the Will of the People:

Given the similarities between the sports venue tax and the 4B tax, combining them will still honor the will of the people. The core purpose of these taxes—to support and enhance community infrastructure and quality of life—remains unchanged. By merging them, the state ensures that taxpayer dollars continue to be directed toward projects that foster community growth and prosperity, in line with the original intent of both taxes.

Conclusion:

Combining the sports venue tax with the 4B tax would streamline processes, improve the flexibility of fund allocation, and ultimately enhance the economic and social benefits to communities. This move would support a more integrated approach to local development, ensuring that resources are used efficiently to meet the evolving needs of the community while respecting the will of the people.

DRAFT – OPTION SHIFTING ITS LEGISLATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, REQUESTING THE TEXAS LEGISLATURE TO ENACT LEGISLATION ALLOWING A CITY TO SHIFT ITS OBLIGATION FROM A SPORTS VENUE TAX TO A 4A OR 4B SALES TAX, SUBJECT TO THE APPROVAL OF THE VOTERS OF THE CITY.

WHEREAS, the City of Laredo recognizes the importance of providing high-quality public amenities and infrastructure to support the growth and well-being of its residents; and

WHEREAS, the current Texas law permits municipalities to impose a sports venue tax specifically dedicated to the construction and maintenance of sports facilities, which are vital to community development, economic growth, and enhancing the quality of life; and

WHEREAS, the City of Laredo, like other municipalities, also has the option of adopting a 4A or 4B sales tax to fund a broader range of community projects, including economic development initiatives, parks, civic centers, and other public improvements; and

WHEREAS, in some cases, cities may find that reallocating funds from a sports venue tax to a 4A or 4B tax could better serve the evolving needs of their communities, allowing for more flexible and comprehensive use of tax revenues to meet local priorities; and

WHEREAS, the City Council of Laredo believes that such a reallocation should be subject to the will of the people, ensuring that any shift in tax obligations reflects the preferences and priorities of the city's residents; and

WHEREAS, allowing cities to seek voter approval to shift their obligations from a sports venue tax to a 4A or 4B sales tax would provide greater flexibility in addressing local needs while respecting the democratic process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO:

1. That the City Council of the City of Laredo formally requests the Texas Legislature to enact legislation that would permit municipalities to shift or combine their obligation from a sports venue tax to a 4A or 4B sales tax, contingent upon the approval of the voters within the municipality.

2. That such legislation should establish a clear process for placing the proposed tax reallocation on the ballot, ensuring transparency and providing sufficient information to the voters to make an informed decision.

3. That this legislation should maintain the integrity and original purpose of both the sports venue tax and the 4A/4B taxes, allowing cities to reallocate funds in a way that continues

to support economic development, public infrastructure, and community amenities while aligning with the current needs and preferences of their residents.

4. That the City Council of Laredo encourages the Texas Legislature to consider the diverse needs of municipalities across the state and provide them with the flexibility to use tax revenues in ways that best serve their communities, with the consent of the voters.
5. That the City Manager is hereby directed to forward a copy of this resolution to the Governor of Texas, the Lieutenant Governor, the Speaker of the Texas House of Representatives, and the members of the Texas State Legislature representing Laredo and other municipalities across Texas.
6. That this resolution shall take effect immediately upon its passage.

Brief on Budgetary Growth Cap creates challenges in keeping up with required services and recommendations on amendments to the legislation.

Joseph W. Neeb

August 26, 2024

The 3.5% cap on budgetary growth, which was implemented by the Texas legislature in 2019 through Senate Bill 2, limits the amount by which property tax revenues can increase year-over-year without voter approval. While this cap was intended to curb rapidly rising property taxes and provide relief to homeowners, it poses significant challenges for border cities like Laredo, where rapid population growth and increasing demands for services far outpace this limit.

Challenges Faced by Border Cities Due to the 3.5% Cap

1. **Inability to Match Service Demands with Population Growth:**
    - Border cities, including Laredo, often experience higher-than-average population growth due to their proximity to international borders, economic opportunities, and migration patterns. This influx of residents increases demand for public services such as infrastructure, public safety, healthcare, and education.
    - However, the 3.5% cap restricts the city's ability to generate sufficient revenue through property taxes to meet these growing needs. This creates a gap between the services required by the expanding population and the resources available to provide them.
2. **Strain on Infrastructure and Public Services:**
    - As the population grows, so does the need for expanded infrastructure, including roads, water systems, and public transportation. Additionally, public safety services such as police, fire departments, and emergency medical services must scale up to serve more residents effectively.
    - The cap on budgetary growth restricts the city's ability to invest in these critical areas, leading to deteriorating infrastructure, longer response times, and reduced service quality.
3. **Limited Flexibility in Addressing Emergencies and Unforeseen Costs:**
    - Border cities face unique challenges, such as managing the impact of cross-border trade, immigration, and natural disasters. These situations often require immediate and significant financial resources.
    - The 3.5% cap limits the city's flexibility to respond to such emergencies without resorting to borrowing or seeking voter approval for a tax increase, both of which

can be time-consuming and may not provide the necessary funds in a timely manner.

4. **Increased Reliance on State and Federal Funding:**
    - Due to the limitations imposed by the cap, border cities may become increasingly dependent on state and federal grants or aid to fund essential services and infrastructure projects. This reliance can lead to uncertainty, as these external funds are often subject to political and economic fluctuations.
    - Additionally, reliance on external funding may limit the city's ability to prioritize local needs and make long-term strategic investments.
5. **Potential for Voter Fatigue and Budgetary Instability:**
    - While the cap allows for voter-approved increases beyond the 3.5% limit, frequent requests for tax rate increases can lead to voter fatigue, making it difficult to secure the necessary approval. This can result in budgetary instability, where the city is unable to plan effectively for future needs due to uncertain revenue streams.
    - If voters repeatedly reject proposed increases, the city may be forced to make cuts to essential services, further exacerbating the challenges of managing a growing population.

Conclusion

The 3.5% cap on budgetary growth significantly hampers border cities' ability to manage their resources effectively in the face of rapid population growth and increasing service demands. While intended to provide property tax relief, the cap creates a financial constraint that can lead to deteriorating infrastructure, reduced service quality, and increased reliance on external funding. To address these challenges, border cities may need to advocate for greater flexibility in their budgetary growth or seek alternative revenue sources to ensure they can meet the needs of their growing populations.

Recommendations on Legislation Requests to address challenges

To address the challenges posed by the 3.5% cap on budgetary growth, the City of Laredo can pursue legislative amendments that provide greater flexibility in managing its finances while still adhering to the overall goals of Senate Bill 2. Here are some strategies and specific requests Laredo can make:

1. Request a Population Growth Adjustment

Proposal:
Laredo can request an amendment that allows cities experiencing higher-than-average population growth to adjust the 3.5% cap proportionately. This adjustment would enable cities like Laredo, where population growth is significantly higher than the state average, to raise additional revenue without requiring voter approval.

Specific Request:

- Amend the legislation to allow cities with population growth exceeding a certain threshold (e.g., 2% annually) to increase their property tax revenue cap by an additional percentage point (e.g., up to 5.5%) corresponding to the growth rate.
- Implement a formula that ties the allowable revenue growth directly to verified population increases, ensuring that cities can meet the demands of a growing population.

2. Introduce a Border City Exception

Proposal:
Given the unique challenges faced by border cities, Laredo could advocate for an exception or special provision within Senate Bill 2 that acknowledges the distinct economic, social, and logistical demands on these municipalities. This exception would allow for a higher cap or additional revenue-generating mechanisms tailored to border cities.

Specific Request:

- Create a specific exemption within Senate Bill 2 for border cities, allowing them to exceed the 3.5% cap up to a predetermined limit (e.g., 6%) without requiring voter approval, recognizing the higher costs associated with border management and infrastructure needs.
- Alternatively, permit border cities to levy special assessments or targeted taxes that are exempt from the cap to fund border-related expenses.

3. Allow for Capital Improvement Flexibility

Proposal:
Laredo can request that capital improvement projects, such as infrastructure development and maintenance, be excluded from the 3.5% cap. This would enable the city to fund necessary infrastructure projects without being constrained by the overall revenue cap.

Specific Request:

- Amend the legislation to exclude revenue raised for capital improvement projects from the 3.5% cap, provided these funds are used strictly for long-term infrastructure investments such as roads, bridges, water systems, and public safety facilities.
- Implement a provision that allows cities to issue bonds for capital projects without the bond repayments being counted against the cap.

4. Advocate for Enhanced State and Federal Funding Support

Proposal:
Laredo could also advocate for increased state and federal funding or grant opportunities specifically designated for high-growth and border cities. This would help alleviate the financial pressure without directly raising local taxes.

Specific Request:

- Request the establishment of a state-level grant program for high-growth cities, which would provide additional funds for infrastructure, public safety, and other essential services.
- Advocate for federal funding programs targeted at border cities, with a focus on supporting border security, immigration-related services, and infrastructure needs.

5. Seek Greater Flexibility in Emergency Situations

Proposal:
The city can request an amendment that provides greater flexibility to exceed the 3.5% cap in emergency situations, such as natural disasters, public health crises, or significant economic disruptions, without requiring immediate voter approval.

Specific Request:

- Amend the legislation to allow cities to temporarily exceed the 3.5% cap in the event of a declared state of emergency, with a requirement that any excess revenue raised is directly tied to addressing the emergency.
- Include a provision that permits cities to defer voter approval for up to one year following the emergency, providing time to address urgent needs without delaying necessary funding.

6. Advocate for a Sunset Clause or Periodic Review

Proposal:
Laredo can propose that the cap include a sunset clause or require periodic review to assess its effectiveness and impact on high-growth cities like Laredo. This would allow for adjustments based on the changing economic landscape and city needs.

Specific Request:

- Request the inclusion of a sunset clause in Senate Bill 2, requiring the legislature to review the cap every five years, with an opportunity to amend or repeal the law based on its impact on cities.
- Propose that a task force be established to monitor the effects of the cap on high-growth cities, with a mandate to recommend adjustments to the legislature.

Conclusion

By pursuing these specific legislative amendments, Laredo can seek to mitigate the negative impacts of the 3.5% cap on its ability to manage city growth and provide essential services. The key is to advocate for flexibility, recognizing the unique challenges faced by high-growth and border cities, and to work collaboratively with state legislators to ensure that local governments have the tools they need to serve their communities effectively.

RESOLUTION NO. 2024-R-

Resolution of the City Council of Laredo, Texas urging the Texas Legislature to enact legislation that provides border cities with the necessary tools to thrive and continue contributing to the state's prosperity.

WHEREAS, the City of Laredo is a vital economic driver for the State of Texas, serving as a key hub for international trade, particularly with Mexico, and contributing significantly to the state's economy; and

WHEREAS, border communities, including Laredo, face unique challenges due to underfunding, stemming from a population-based funding model that does not fully account for the unique dynamics and demands of these regions; and

WHEREAS, the current 3.5% cap on budgetary growth, as implemented by Senate Bill 2, restricts Laredo's ability to generate sufficient revenue to meet the demands of rapid population growth, thereby negatively impacting infrastructure, public services, and the city's overall ability to serve its residents; and

WHEREAS, the City of Laredo recognizes the overlapping purposes of the sports venue tax and the 4B tax, both of which aim to support community development, and believes that combining these taxes could enhance the flexibility and efficiency of resource allocation for community projects; and

WHEREAS, Laredo seeks to respect the will of its residents by allowing any proposed changes to tax obligations, such as the reallocation or combination of the sports venue tax and the 4B tax, to be determined by a vote of the people;

WHEREAS, The City Council directs the City Manager to forward this resolution to the Governor of Texas, the Lieutenant Governor, the Speaker of the Texas House of Representatives, and the members of the Texas State Legislature representing Laredo and other municipalities across Texas. The City Council also urges the Texas Legislature to consider the unique needs of border communities and to enact legislation that provides them with the necessary tools to thrive and continue contributing to the state's prosperity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO:

1. **Request for Additional State Funding**: The City Council formally requests that the Texas Legislature provide additional state funding to border communities like Laredo, recognizing their critical economic contributions and the inadequacy of the current population-based funding model. This funding is essential to support the infrastructure, public services, and economic activities that benefit both residents and the state.
2. **Request to Consider Combine or Shifting Sports Venue and 4B Taxes:** The City Council requests that the Texas Legislature enact legislation allowing municipalities to combine the sports venue tax with the 4B tax. This would streamline the administration of these taxes, enhance the flexibility of fund allocation, and maximize the impact of community development projects. The Council also requests that any such reallocation or combination be subject to approval by a vote of the people.
3. **Request to Amend the 3.5% Budgetary Growth Cap**: The City Council requests that the Texas Legislature consider amending Senate Bill 2 to allow municipalities experiencing significant population growth, such as Laredo, to exceed the 3.5% budgetary growth cap. This amendment

would enable cities to raise additional revenue to meet the growing demands for infrastructure, public safety, and other critical services. The Council specifically proposes a population growth adjustment or a border city exception to provide the necessary financial flexibility.

Passed and Approved on this [Date]

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____

DR. VICTOR TREVINO
MAYOR

_____

MARIO M. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH T. NGUYEN

CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 31.**

SUBJECT
Authorization to establish a 28-Member Ad Hoc Bond Referendum Committee to review and evaluate city department plans for potential inclusion in a May 2025 bond referendum. The committee's term is from September 2024 through June 2025.

PREVIOUS COUNCIL ACTION
Request for the committee was brought up during previous council workshops.

BACKGROUND
The plan for the Committee, including its composition, roles and responsibilities, and timeline are included in the attachment.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Recommendation to proceed with committee plans as this is a time-sensitive matter.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City Council

Meeting Date: 9/3/2024 **Consent Agenda 32.**

SUBJECT
Authorizing the City Manager to execute a second amendment to an Interlocal Agreement between the City of Laredo and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) for the Springfield Phase 4 Extension Project. The WC-CL RMA will be funding the project in an amount not to exceed $1,000,000.00 for the construction of Phase 4 to no longer be from TxDOT Category 12-Strategic Partnership (RMA) funds, and instead be funded with Vehicle Registration Fee revenues. Funding will include material testing and construction for the project from the Intersection of Hospitality Drive and Springfield Avenue to the Eastbound Frontage Road of US 59. There is no financial impact for the City of Laredo at this time.

PREVIOUS COUNCIL ACTION
On June 10, 2024 the City council motioned to authorize the City Manager to execute a first amendment to an Interlocal Agreement between the City of Laredo and the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) for the Springfield Phase 4 Extension Project. The WC-CL RMA will be funding the project in an amount not to exceed $1,000,000.00 to include environmental services, material testing and construction for the project from the intersection of Hospitality Drive and Springfield Avenue to the Eastbound Frontage Road of US 59. The City has previously completed all services related to utility coordination, design, survey, permitting, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, and acquisition of right-of-way.

On March 18, 2024, the City Council approved to authorize the City Manager to amend the Interlocal Agreement (ILA) for the Springfield Extension Project with the Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA), to accept a contribution of an additional $1 million from the WC-CL RMA and to revise the scope of work in order for the WC-CL RMA to design and provide construct oversight on the Springfield Extension Project such that it will connect to Loop-20, and any other matters incident thereto.

BACKGROUND
On September 21, 2022, in Resolution No. 22-26, the WC-CL RMA approved a resolution supporting the allocation of $1,000,000.00 from the TxDOT Commitment to fund the development of the Springfield Road Project. The City of Laredo and the Webb County-City of Laredo Regional Mobility Authority the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
There is no financial impact for the City of Laredo at this time.

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT is made effective as of the ___ day of _____, 2024, by and between the Webb County-City of Laredo Regional Mobility Authority (the "WC-CL RMA") and the City of Laredo (the "City") (collectively, the "Parties," and each individually, a "Party").

W I T N E S S E T H:

WHEREAS, the WC-CL RMA and the City entered into an Interlocal Agreement, effective August 5, 2021, hereinafter referred to as the "Agreement," whereby the Parties agreed to contribute the funds needed to finance the development of phase three of the extension of Springfield Avenue (the "Project"), and to define the responsibilities and obligations related thereto; and

WHEREAS, the Parties are pursuing the development of the fourth phase of the extension of Springfield Avenue, extending to the north from the intersection of Hospitality Drive and Springfield Avenue to the Eastbound Frontage Road of US 59 ("Phase 4"); and

WHEREAS, on September 21, 2022, in Resolution No. 22-26, the WC-CL RMA approved a resolution to provide financial support for the construction of Phase 4 in the amount not to exceed $1,000,000.00; and

WHEREAS, on December 13, 2022, in Resolution No. 22-37, the WC-CL RMA evidenced its support of the allocation of $1,000,000.00 from Texas Department of Transportation ("TxDOT") Category 12-Strategic Partnership (RMA) funds for the construction of Phase 4; and

WHEREAS, the Parties executed an amendment to the Agreement, effective June 1, 2024 (the "First Amendment") to include the allocation of $1,000,000.00 from TxDOT for the construction of Phase 4; and

WHEREAS, on July 23, 2024, in Resolution No. 24-14, the WC-CL RMA Board of Directors revised the revenue source for its commitment of $1,000,000.00 for the construction of Phase 4 to no longer be from TxDOT Category 12-Strategic Partnership (RMA) funds, and instead be funded with Vehicle Registration Fee revenues; and

WHEREAS, the Parties have each determined that it is in their best interest to further amend the Agreement to provide for the WC-CL RMA's funding commitment and the responsibilities and obligations of the Parties related to the construction of Phase 4; and

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the Parties, the Parties hereby agree to the following:

A. <u>Springfield Road Project, Phase 4</u>

The Agreement shall be amended to add new Article IV to read as follows, and all subsequent articles shall be renumbered accordingly:

IV. SPRINGFIELD ROAD EXTENSION, PHASE 4

1. Funding Commitment. The WC-CL RMA shall provide funding for Phase 4 in an amount not to exceed $1,000,000 (the "Phase 4 Funding Commitment").

The WC-CL RMA is only obligated for the not-to-exceed amount set forth herein. Each Party acknowledges the City and the WC-CL RMA will make contractual obligations related to the construction of Phase 4 in reliance on the Phase 4 Funding Commitment and obligations set forth herein.

The Phase 4 Funding Commitment shall be applied toward the reimbursement of costs incurred by the City for the construction of Phase 4 and material testing for quality assurance (the "Phase 4 Construction Services").

2. WC-CL RMA Obligations. The WC-CL RMA shall provide the Phase 4 Funding Commitment, on a cost-reimbursement basis, for costs incurred by the City in performing the Phase 4 Construction Services. The WC-CL RMA shall process each invoice submitted by the City in the same manner as is required of the WC-CL RMA with respect to the Project under Article II, Section 4.

3. City Obligations. The City has previously completed all services related to utility coordination, design, survey, permitting, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, geotechnical engineering and acquisition of right-of-way, environmental permits issues, and commitments necessary for development and ultimate operation of Phase 4. The City confirms that the plans, specifications, and estimate for Phase 4 have been prepared in compliance with the City's standards and specifications.

The City shall be responsible for the procurement of contractors for the Phase 4 Construction Services and all procurements will be carried out in compliance with the City's standards and specifications.

Upon receipt of the bids, the City will request a memorandum of concurrence from the WC-CL RMA, which shall include the name of the contractor, the bid amount (the "Phase 4 Original Bid"), bid tab, and the City engineer's bid recommendation. In no event shall the City award the contract for construction to its recommended low bidder until the City receives a memorandum of concurrence from the WC-CL RMA. The Phase 4 Original Bid shall not exceed the Phase 4 Funding Commitment. The City shall pay for any cost in excess of the Phase 4 Funding Commitment.

The City shall provide oversight and management of the contractors and conduct inspections during the contractors' performance of the Phase 4 Construction Services.

The City shall provide invoices to the WC-CL RMA in the same manner as is required of the City with respect to its obligations pertaining to the Project under Article II, Section 4.

The City shall own, operate, and maintain Phase 4.

4. Surplus Funds. In the event any portion of the Phase 4 Funding Commitment is not required to administer all costs related to the performance of the Phase 4 Construction Services, the WC-CL RMA shall retain any remaining amount; however, such surplus funds may be contributed to a future City transportation project at the discretion of the board of directors of the WC-CL RMA.

5. Change Orders. If the cost of performing the Phase 4 Construction Services exceeds the Phase 4 Original Bid, the following provisions shall apply:

a. Contractor-Initiated Change Orders. In the event the City receives a proposed change order from the Contractor indicating that additional funds exceeding the Phase 4 Original Bid will be needed, the City will notify the WC-CL RMA in writing of the proposed change order. Unless the WC-CL RMA objects within ten (10) business days of receipt of the written notification of the proposed change order, the City will proceed with issuing the proposed change order to the Contractor and invoice the WC-CL RMA for payment. If the total cost of performing the Phase 4 Construction Services exceeds the Phase 4 Funding Commitment, in no event shall the WC-CL RMA be responsible for such excess costs above the Phase 4 Funding Commitment.

b. Party-Initiated Change Orders. If change orders are requested by the WC-CL RMA or the City under this Agreement, the requesting Party will submit the request to the other Party, including all necessary documentation to prepare the change order. The non-requesting Party must provide approval. Notwithstanding the time period to reject a proposed change order under subsection (a), the Parties agree to use good faith efforts to respond to change order requests within ten (10) business days after receipt of a request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. The Parties are under no obligation to approve any change orders, and in no event shall the WC-CL RMA be responsible for costs or expenses under City-initiated Change Orders that are not approved by the WC-CL RMA.

c. Costs Exceeding Phase 4 Funding Commitment. If a change order results in the total cost of performing the Phase 4 Construction Services exceeding the Phase 4 Funding Commitment, the additional amounts will be paid by the City and the WC-CL RMA shall not be responsible for any additional costs.

B. <u>Term and Termination.</u>

Article V, Section 1, shall be amended to read as follows:

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services, the Construction Services, and the Phase 4 Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.

C. Remaining Terms and Conditions

This Second Amendment shall supersede all prior amendments to the Agreement. Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement by and between the WC-CL RMA and the City shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

WEBB COUNTY-CITY OF LAREDO

REGIONAL MOBILITY AUTHORITY **CITY OF LAREDO**

By:_____ By:_____

Jed A. Brown [Joseph Neeb]

WC-CL RMA Chairman [City Manager]

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 33.**

SUBJECT
Consideration to renew service contract FY22-084 to Nick Benavides, Oilton, Texas in an annual amount of $113,100.00. This is a service contract to provide maintenance of the concrete pilot channel and abutting vegetated areas of Zacate Creek. There was no price increase during the last extension period. The term of this contract shall be for a period of two years. This is the last extension period. Funding is available in the Environmental Services Fund.

PREVIOUS COUNCIL ACTION
Approved a two-year contract on 9/6/22.

BACKGROUND
This is a service contract to provide maintenance of the concrete pilot channel and abutting vegetated areas of Zacate Creek. Iturbide/Market to the end of Zacate Creek at the Rio Grande River. There was no price increase during the last extension period. Alternate options are for $100 per occurrence. The term of this contract shall be for a period of two years. This is the last extension period.

Qty	Description	Price/Cycle
12 mo.	Mowing/Maintenance Zacate Creek from Canal to Rio Grande River	$4,325.00
12 mo.	Extra Cuttings (Iturbide/Market to the end of Zacate Creek	$5,100.00
1 ea.	Optional additional services / trash / debris, litter, branches	$100.00
1 ea.	Optional additional services as needed / Zacate Waterfall	$100.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Environmental Services Fund.
Account #:	249-3840-543-5537.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed should the City need

to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division

RENEWAL LETTER

August 15, 2024

Nick Benavides
P.O. Box 15
Oilton, TX 78731

Re: FY22-084 Zacate Creek Maintenance – Environmental Services
Extension I

Dear Mr. Nick Benavides,

A formal contract for providing Maintenance Services to the Zacate Creek for the City of Laredo Environmental Services was awarded to your company on September 6, 2022. The term of this contract was for a period of two (2) years with the option to renew an additional two (2) year period, upon mutual agreement of both parties. This is the first and final extension period.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Nick Benavides

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Nick Benavides

Date: 8/15/24

RFB FY22-084 Addendum 1

Nick Benavides

Nick Benavides

Supplier Response

Event Information

Number:	RFB FY22-084 Addendum 1
Title:	Zacate Creek Maintenance - Environmental Services
Type:	Request For Bid
Issue Date:	7/28/2022
Deadline:	8/18/2022 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Request for bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 18, 2022 and all bids received will be opened and publicly acknowledged at 10:00 A.M. on August 19, 2022.**

Contact Information

Contact: Eduardo J. Herrera
Address: Environmental Services Dept.
619 Reynolds St.
Laredo, TX 78040
Phone: (956) 794-1650
Email: eherrera@ci.laredo.tx.us

Nick Benavides Information

Contact: Nick Benavides
Address: PO Box 15
Oilton, TX 78378
Phone: (956) 206-7001
Email: nick@nickbenavides.net

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

Martha A Navarro for Nick Benavides
Signature

nick@nickbenavides.net
Email

Submitted at 8/19/2022 10:40:23 AM (CT)

Requested Attachments

Certificate of Interested Parties Form 1295 *No response*

Form shall be submitted upon award of proposal.

Non-Collusive Affidavit Form *No response*

Non-Collusive Affidavit Form must be notarized and submitted as part of your proposal.

Conflict of Interest Questionnaire Form *No response*

Must be signed and submitted as part of your proposal.

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes (Yes)
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is

exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City

Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should

be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions**

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions (I certify to the terms and conditions)

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

6	**Contract Requirements**

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

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

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

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

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

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

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

☑ I have read and understand this section (I have read and understand this section)

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

8	**State how long under has the business been in its present business name** 30 plus years in environmental services

9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

10	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Nick Benavides (956)206-7001

11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

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

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

14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

15 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

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

Yes

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

Nick Benavides , Nick@nickbenavides.net

21 **Question 2. Contract Information**

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

FY22-084 Zacate Creek Maintenance- Environmental Services

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

Nick Benavides 4600 E Del Mar Blvd Laredo, Texas 78043

23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A
29	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
30	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. N/A
31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
35	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Nick Benavides Owner, 4600 E Del Mar, Laredo, Texas 78043
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)

Bid Lines

1	Notice is hereby given that the City of Laredo (hereinafter called "City") is soliciting formal request for Bids (RFB), subject to the Terms and Conditions, for Zacate Creek Maintenance for the City of Laredo Environmental Services Department. Request for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2022** and all bids received will be opened and publicly acknowledged at **11:00 A.M. on August 9, 2022**. *(Line excluded from response total)* Quantity: 1
2	SCOPE: The City of Laredo, is herein soliciting sealed bids from interested parties for awarding an annual contract for the maintenance of the concrete pilot channel and abutting vegetated areas of Zacate Creek. The contract consists of the collection of trash, debris, rubbish and mowing, and lawn maintenance services of the vegetated buffer areas; cutting and trimming of all trees along all fence lines and to the street curb through the contract area; and the removal of all branches, tires, shopping carts and other waste materials. All trash and other waste must be disposed of at the City of Laredo Solid Waste Facility. Services Requirements are 12 Monthly Cutting Cycles per Year. The contract area is from Meadow and Bustamante both sides of channel to the area just north of Taylor from Cherry Hill to McPherson Rd and from Canal St and San Francisco Ave to San Dario to the mouth of the river, and both Jefferson St Storm Channels. The contract area is both sides of the channel to the street curb or fence. In areas where erosion has occurred contract must make every attempt to correct these areas. (See attached maps for contract areas on attachment tab) The contract also includes the collection of trash and litter from up to 1000 feet of fences along the creek from San Dario to San Francisco Ave this area is on the south side of Stein Mart retail store and the area just north of Pep Boys to street curb and 1000 feet west of Jefferson St. from San Francisco to San Dario. The concrete channel must be cleaned and scraped at least once a month in all areas where there is concrete or as needed. All areas included mowing and lawn maintenance services to include removing of all small trees or brushes in or around the creek areas, including palm trees and the trimming and pruning of any large trees to 8 foot to create a canopy. All waste and trash must be disposed of at the City of Laredo Landfill. All trees in the channel are to be removed this includes palm trees. Contractors are strongly encouraged to visit site/locations, examine the maintenance required. Services Requirements are 12 Monthly Cutting Cycles per Year. Contractor must notify Environmental Department Office when maintenance service will be performed and completed. Mr. John Porter/Mr. Eduardo J. Herrera at (956) 794-1650 or cell 956.236-3417 will be the City's contact person. Contractor will be responsible for any damages to City property that occurs in performance of this contract. *NOTE: Contractor will be responsible for all landfill costs and must provide all labor, equipment, and supplies for the above-mentioned services. Successful bidder hereby agrees to commence work upon receiving of purchase order and/or notice to proceed. Quantity: 1 Item Notes: NOTE: Contractor will be responsible for all landfill costs. City of Laredo staff will verify that bidder has necessary equipment to complete the tasks. Total cost must include materials, equipment, labor, supervision, freight, and any other related costs to fully complete this service.

3	Section 15: General Conditions: 15.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves and their employees on what must be removed in the contract area as required in this bid. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. 15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 15.3 Monthly Unit (per cycle) prices shall be shown and where there is an error in extension of price, the unit price shall govern. 15.4 Vendor will be responsible for providing all safety warning signs advising the public of work in progress. In addition, when vendor employees are working on street right of way areas, each employee must wear a safety orange/yellow vest. 15.5 The successful vendor must comply with all the insurance requirements described in section 3.0 of the specifications. 15.6 Term: The term of this contract shall be for a period of two years (twenty four (24) months) with the option to extend this contract for two (2), additional twelve (12) month periods upon mutual agreement of the parties. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 15.7 Bidders must provide price on a monthly per-cycle basis. 15.8 It is the intent of the City of Laredo that the number of cycles or cuts be no less than those indicated on the bid schedule. Nevertheless, this figure may be increased or decreased at the sole discretion of the City so as to take into account varied growing season. 15.9 Contractor must notify the Environmental Services Department Administration Office when the maintenance service cycles will be performed. Mr. Eduardo Herrera will be the City's contact for this contract. The contract vendor will notify Mr. Herrera when the cutting cycle commence and will notify him when the cutting has been finished. 15.10 The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a monthly log for each cutting cycle on totals amount of trash, tires and other waste collected. (Landfill fees) The monthly log shall be submitted with the cutting cycle invoice to the Environmental Services Department. 15.11 The contractor will be responsible for any damages to City or private property that may occur in the performance of this contract. 15.12 This contract may be cancelled by the City of Laredo for unsatisfactory performance during the contract period by providing written notice of intent to cancel. The contractor will be provided with written notice of any unsatisfactory performance issues and the contractor shall have thirty days to cure or remedy the deficiency (s) to the satisfaction of the City. If there are more than two notices of unsatisfactory performance within a twelve-month period, this considered sufficient justification to cancel. 15.13 The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most advantageous to the City. Quantity: 1 Item Notes: The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most advantageous to the City.

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Section 16: Services Requirements (12 monthly Cutting Cycles per Year). 16.1 Remove all vegetation and trash from the concrete channel area. This also includes areas outside the concrete channel area. This can include: Palm trees, dead and or healthy trees and shrubs and grass. City staff will identify the vegetation that will be needed to be removed from the contract area. 16.2 Prune and trim all large trees in the contract area on a as need basis or when identified by City Staff. Pruning and trimming shall be done to maintain a minimum clearance height of (8) feet. 16.3 The concrete channel must be cleaned and or scarped at least once a month in all areas where there is concrete. 16.4 Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste from the creek area. This may include building materials, home furnishings and any other items that may have been dumped illegally or items that may have washed into the creek from a rain event. 16.5 Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences, and between expansion joints in the concrete channel. 16.6 Mow and cut all vegetated areas and along all fences lines. 16.7 Rake up, pick up and removed all trimmings, clippings and cuttings. 16.8 Clean and remove all vegetation, debris, and trash from all the storm drains/outfalls that enter Zacate Creek in the service areas as identified in this bid. 16.9 All the trimmings, clippings, cuttings, trash, debris, branches, tires, shopping carts, and any other waste materials collected from the creek areas must be property disposed at the City of Laredo Solid Waste Facility. 16.10 A service cycle is defined by finishing all the work in (15) fifteen consecutive working days. These services will be required once a month.

Quantity: 1

5

Section 17: Service Requirement – Iturbide/Market to the end of Zacate Creek at the Rio Grande River. (12 Monthly Cutting per Year/Cycle). The following is required for 12 monthly cutting cycles: Provide all labor, equipment and supplies needed to maintain the creek area from Iturbide/Market St. to the end of the creek at the Rio Grande River. 17.1 Remove all vegetation and trash from the creek area as identified by City Staff. This includes: Palm trees, dead or healthy trees and shrubs and grass. 17.2 Prune and trim all large trees in the contract area on a as need basis or when identified by City Staff. Pruning and trimming shall be done to maintain a minimum clearance height of (10) feet. 17.3 Collect and remove all trash, debris, branches, tires, shopping carts, and any other waste from the creek area. This may include building materials, home furnishings and any other items that may have been dumped illegally or items that may have washed into the creek from a rain event. 17.4 Mow and cut all identified vegetated areas in the creek, banks and landscaped areas. This includes but is not limited to all slopes in the creek, along walls and fences. 17.5 Mow and cut all vegetated areas which shall be identified as being to the top of the slopes to the fences or street curb. 17.6 Rake up, and remove all trimmings, clippings, and or cuttings. 17.7 Clean and remove all vegetation, debris, and trash on every storm drain/outfall that enters into Zacate Creek in the services areas identified in this bid. 17.8 All trimmings, clipping, cutting, trash, debris, branches, tires, shopping carts, and any other waste material collected from the creek areas must be property disposed of at the City of Laredo Solid Waste Facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of waste collected and shall be required to maintain a log for this cutting cycle on the total amount of trees trimmings, trash, tires and other waste collected. The log shall be submitted with the invoice to the Environmental Services Department.

Quantity: 1

6

Perform all services required under Scope Section 16, to include but not limited to the collection of trash, debris, litter and branches from the creek areas, mowing and trimming as listed.

Quantity: 1 UOM: EA Price: $51,900.00 Total: $51,900.00

Item Notes: Total price is for estimated 12 monthly cycles per year.

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Extra cuttings, as described in Scope Section 17, from Iturbide/Market to the end of Zacate Creek at the Rio Grande River.

Quantity: 1 UOM: EA Price: $61,200.00 Total: $61,200.00

Item Notes: Total price is for estimated 12 monthly cycles per year.

8 Package Header

Section 18: Optional Additional Services Additional services may be needed if there is excessive debris in the creek area between cutting cycles. At the may be needed if there is excessive debris in the creek area between cutting cycles. At the direction of the Environmental Services Department, the contract vendor will perform debris and trash collection services. The cost for such services will be listed separately in the bid schedule. The following is a description of the services which will be required under these specifications: 18.1 Collect and remove all trash and debris, branches, tires, shopping carts, and any other waste material from the creek area. This may include building materials, home furnishings and any other items that may have been dumped illegally or that may be the results of a rain event. 18.2 All trash collected from the creek area must be properly disposed of at the City of Laredo Solid Waste facility. The successful contractor shall be required to pay all appropriate landfill fees for the disposal of the waste collected and shall be required to maintain a log for this cutting cycle on the total amount of waste collected. The log shall be submitted with the invoice to the Environmental Services Department.

Quantity: 1 UOM: PKG Total: $100.00

Package Items

8.1

Optional additional services, as described in Scope Section 18; Collection of trash, debris, litter and branches from the creek areas; no mowing

Quantity: 1 UOM: EA Price: $100.00 Total: $100.00

9

Optional additional services as needed for the Zacate Water Fall maintenance; Collection of trash, debris, litter and branches from the creek areas, etc. (Attachment D)

Quantity: 1 UOM: EA Price: $100.00 Total: $100.00

Item Notes:

At the City of Laredo's request. Total cost must include materials, equipment, labor, supervision, freight, and any other related costs to fully complete this service.

Response Total: $113,300.00

City Council

Meeting Date: 9/3/2024 **Consent Agenda 34.**

SUBJECT
Consideration to approve the purchase of a fire safety trailer for the Fire Prevention and Arson Division from Walters Group, Inc., Napoleon, OH, in the amount of $87,959.08. Walters Group is the sole source provider. Funding is available in the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Fire Safety Trailer will be used as a Safety house to educate the community.

COMMITTEE RECOMMENDATION

STAFF RECOMMENDATION
Staff recommends the purchase of this item.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Capital Outlay
Account #:	402-2410-525-9001
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Account # 402-2410-525-9001 Project FD2401

Walters Group, Inc.
PO Box 388 222 E Front St
Napoleon, OH 43545 US
1.800.283.8233
eric@wgspecialtyvehicles.com
www.WGSpecialtyVehicles.com

Estimate

ADDRESS
Ana Garcia Laredo Fire Department - Fire Prevention and Arson Division 616 E Del Mar Laredo, TX 78043 USA

SHIP TO
Ana Garcia Laredo Fire Department - Fire Prevention and Arson Division 616 E Del Mar Laredo, TX 78043 USA

ESTIMATE #	DATE	EXPIRATION DATE
1185	07/18/2024	08/18/2024

SHIP DATE	SHIP VIA	SALES REP
10/18/2024	Hired Truck	EJS

DESCRIPTION	QTY	RATE	AMOUNT
SURREY FIRE SAFETY TRAILER: 30 BLEACHER Standard Features: Exterior/Construction 1.01 96" wide / 84" Ceiling 1.02 Aluminum construction: walls, floor, roof 1.03 2 x 6 Steel Tube chassis 1.04 Cross member - 24" O/C 1.05 (4) 24" manual stabilizer jacks 1.06 12 V Power Tongue Jack w/ LED Light; 3500 lbs 1.07 5/16" grade 43 safety chain w/clevis hooks 11,700# 1.08 2 5/16" 14K coupler 1.09 (4) ST225/75R15 Wheels w/Black Steel Mods 1.10 (2) 3500# Axle w/ electric brakes 1.11 Insulation: Floor R7 - Walls R7 - Ceiling R14 1.12 Gelcoat exterior siding - white 1.13 5/8" tongue & groove plywood floor decking 1.14 7/16" OSB roof decking 1.15 Framed insulated tinted black radius windows 1.16 Crowned Roof for Water Run-off 1.17 Seamless aluminum roof 1.18 Black ATP stone guard 1.19 Black exterior trim 1.20 34" x 72" Entrance door, Fiberglass; w/ Screen Door 1.21 18" grab handles 1.22 Heavy duty entry steps 1.23 Rear ladder black 1.24 Exterior Storage Under the Bleacher Area 1.25 ADA Compliant Handicap Ramp Electrical 2.01 125 amp 14-24 space load center	1	66,520.8014412	66,520.80

DESCRIPTION	QTY	RATE	AMOUNT
2.02 30 amp 120v electric service 2.03 25' 30 amp shore line 2.04 120 V / 30 amp surge guard 2.05 (2) Exterior GFCI Outlets 2.06 (2) Kitchen GFCI Outlets 2.07 45 amp electrical converter 2.08 Prep for satellite 2.09 9' bargman 7 way trailer cord 2.10 12V power prep for Strobe Light on the roof; switched in control room 2.11 Step Lights at the Entry Doors 2.12 Hi-temperature breakaway switch 2.13 LED stop/turn/tail lights 2.14 LED clearance/running lights 2.15 12 V LED surface mount ceiling lights 2.16 12v LED porch light at entry door and escape window 2.17 Pre-Wired for Commercial Cameras 2.18 External Phone Jack Located on Door Side 2.19 (1)Deep Cycle Battery & Box 2.20 Battery Cut-off Switch 2.21 Back-Up Alarm Appliances 3.01 1.0 cf microwave stainless steel 3.02 13.5 btu AC - Ducted w/ Wall Thermostat 3.03 Built-In Gas Stove (non-functional; set up as a training tool) 3.04 Power Range Hood w/ Lights 3.05 34k BTU Propane Furnace; Ducted Throughout 3.06 (2) 30 lbs Propane Tanks 3.07 (4) Powered Roof Vents w/ Weather Cover 3.08 Fire Extinguisher 3.09 Entertainment Center Prep Above the Fireplace 3.10 LP/CO Detector Interior 4.01 Decorative Wall Board 4.02 Hardwood Cabinets 4.03 Laminated countertop 4.04 Solid drawer fronts w/ deluxe ball bearing guides 4.05 Flat panel cabinet doors 4.06 Curtains and Window Valances in Bedroom and Classroom Areas 4.07 Mini Blind on Control Room Window 4.08 Carpeted Bedroom 4.09 Heavy Duty Linoleum in Classroom Area 4.10 (4) Rows of Bleacher Seating in the Classroom Area-Accommodates Up to 20 Students 4.11 Carpeted Benches in Bedroom 4.12 (1) Bed w/ Mattress, Bedspread, & Pillow in Bedroom 4.13 Kitchenette w/ Double Bowl Stainless Steel Sink Control Room 5.01 Cat 6 Network Wiring 5.02 On/Off Switches for Smoke Alarms 5.03 On/Off Switches for Bedroom Closet Outlet 5.04 Control for Fire/Smoke Simulator 5.05 Portals for Classroom and Bedroom Viewing 5.06 911 Call Simulator Hub			

DESCRIPTION	QTY	RATE	AMOUNT
Standard Fire Safety Training Tools 6.01 Gas Stove w/ Oven 6.02 Fire Place 6.03 Escape Window w/ Ladder 6.04 Smoke Simulator 6.05 Heated Door 6.06 911 Phone Simulation System 6.07 Switched Smoke Alarms 6.08 Entertainment Area Prepped for Television Screens			
Additional Safety Training Tools Available as Options			
SPARE WHEEL & TIRE - 5 LUG (3500# AXLE)	1	285.00	285.00
AIR CONDITIONING UP GRADE TO 15,000 BTU	1	530.00	530.00
AWNING, 21 FT, POWER W/ LED LIGHTS	1	1,688.28125	1,688.28
HONDA EU7000IS EXTRA QUIET GENERATOR (PORTABLE) "INCLUDES GROUNDING KIT" (NON GSA ITEM)	1	8,125.00	8,125.00
PA SYSTEM COMPLETE	1	740.00	740.00
CAMERA SYSTEM - 1080P, MOTION DETECTION, TWO WAY AUDIO, NIGHT VISION, PHONE APP	1	800.00	800.00
HEARING IMPAIRED SMOKE ALARM-W/ CUTOFF SWITCH	1	265.00	265.00
HEATED DOOR KNOB	1	160.00	160.00
ROOF MOUNTED STROBE LIGHT	1	187.50	187.50
GENERATOR TRAY "ROLL OUT" SLIDEMASTER	1	1,295.00	1,295.00
4 GPM 12 PUMP, ONE 45 GAL WASTE TANK, ONE 17 GAL FRESH TANK, CITY WATER FILL FOR KITCHEN SINK	1	937.50	937.50
CUSTOM GRAPHICS; SELECTED DECALS; (DEPT LOGO, SAFETY MESSAGES, GRAPHICS) THIS PRICE IS AN ALLOWANCE, THERE MAYBE AN ADDITIONAL COST DEPENDING ON THE FINAL DESIGN	1	4,500.00	4,500.00
Trade in Offer - Fire Safety Trailer VIN# 1SSTT31TXB11SS351	1	-2,500.00	-2,500.00

SUBTOTAL	83,534.08
SHIPPING	4,425.00
TOTAL	**$87,959.08**

Accepted By

Accepted Date

Sole Source Letter of Explanation

Walters Group, Inc
Surrey Fire Safety & Command
222 East Front St
PO Box 388
Napoleon, OH 43545
1.800.283.8233

July 18, 2024

Laredo Fire Department
Fire Prevention and Arson Division
Ana Garcia
616 E Del Mar
Laredo, TX 78043 USA

To Whom it May Concern,

Sole source items for construction and sole source and educational tools for the instructor to work with:

Construction Advantages and Exclusive Points

- Our exclusive generator compartment gets the generator off of the tongue and under lock and key
- Generator slideout tray allows for safe no lift handling and operation
- Surrey floor joist are 2x4 12” on center not the 2x3 joist on 16” centers of the competitor
- Surrey provides 25% more floor joint than the competition
- The Surrey Fire Safety Trailer is has an aluminum construction and a gel coat fiberglass exterior
- Custom frame modifications to allow electric stabilizer jacks up and out of harm's way so it will not drag the ground and be damaged during transport
- Surrey provides a 4” drop axle to allow easy access to children and seniors

Surrey Features not found on any Competitors Exclusive

- The generator roll-out tray and storage compartment for lock and key storage out of sight out and out of mind. This design provides 24 SF more feet of classroom by not having the generator on the tongue.
- Heated door knob for hands on training is a Surrey exclusive.

- A smoking door for the demonstration of how to block smoke from entering students' bedrooms is a Surrey exclusive.
- There is a smoke detector behind the heated/smoking door to simulate a smoke detector going off outside of the bedroom.
- Window with Mini Blind in control room, the competitor has none.
- Surrey provides a larger control room for the comfort of the instructor.
- Safety pot (Simulated stove top grease fire) is an exclusive Surrey educational tool.
- Wireless safety trash can with remote that has a flaming cauldron.

Sincerely,

Eric Stutzman
Vice-President
Walters Group, Inc

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 35.**

SUBJECT
Consideration to ratify the agreement provided by Life Scan Wellness Centers, Tampa, Florida, in the amount not to exceed $295,486.56 to provide NFPA 1582-compliant periodic physical exam/health screenings for firefighting personnel. Funding for these services are available in the Special Fire Grants Fund.

PREVIOUS COUNCIL ACTION
Ordinance 2023-O-137 was approved by the City Council on 08/07/2023.

BACKGROUND
Description:
The unit cost consists of NFPA 1582-compliant physical exams combining a comprehensive, hands-on physical with a model for early detection and prevention of major diseases. The proposed thorough assessment also includes laboratory testing, ultrasound screenings for early heart disease and cancer detection, cardiopulmonary testing, and fitness evaluations per NFPA 1583 IAFF/IAFC.

The testing includes chest x-ray with 2-view and radiologist review, hazmat cholinesterase, and hazmat heavy metals testing.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this ratification.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Special Fire Grants
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
This grant will be accounted for in the Special Fire Grant Account:
Project Number: AFGWEL

Expense Accounts:
260-2487-523-5571
260-2487-523-5551

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1. My name is (Print Name) Todd Leduc
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Life Extension Clinics, Inc.
   Address: 1011 N. MacDill Ave.
   City, State, Zip Code: Tampa, FL 33607
   Telephone Number: (813) 876-0625
   Fax Number: (813) 876-0653
   E-mail Address: Todd.Leduc@lifescanwellness.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:

   Public safety physicals with proprietary EMR and data management and UCF Restores Behavioral Health App and peer support

3. Competition in providing the above-named item(s) is precluded due to: N/A

   _____A patent
   _____A copyright
   _____A secret process
   _____A monopoly
   _____It is a film
   _____It is a manuscript
   _____It is a book
   _____It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   _____It is a captive replacement part or component for equipment
   _____Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Signature of Authorized Official	Title of Authorized Official	Date
	Deputy CEO	08/20/2024

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 20th day of August, 2024, State of Florida, County of Hillsborough.

Signature of Applicant

Signature of Notary Public

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Purchasing Department Use ONLY

Approved ✓

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 8/21/24

City Council

Meeting Date: 9/3/2024 **Consent Agenda 36.**

SUBJECT
Consideration to award service contract FY24-088 to the sole bidder Rotex Truck Center, Laredo, Texas in an amount not to exceed $180,000.00 to provide safety inspection services for all Non-DOT and DOT fleet vehicles. The annual amount of $45,000.00. This vendor will be authorized to do minor repairs and/or replace parts that may be required to meet the State of Texas Safety Inspection Standards. All minor repairs shall not exceed $125.00 for Non-DOT and $350.00 for DOT fleet vehicles. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract may be extended for three more additional one year periods, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received one (1) bid through Cit-E-Bid for awarding an annual contract for providing safety inspection services for all of the City's Non-DOT and DOT fleet vehicles. All services will be secured on an as needed basis. Staff is recommending to award this contract to Rotex Truck Center. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract may be extended for three, additional one (1) year periods. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Rotex Truck Center

Description	Unit Price
Vehicle Inspection Services (Non-DOT)	$ 7.00
Vehicle Inspection Services (DOT)	$ 40.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (Non-DOT)	$125.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed (DOT)	$350.00

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

FY24-088
Rotex Truck Center, Inc
Supplier Response

Event Information

Number: FY24-088
Title: FY24-088 Vehicle Safety Non-DOT & DOT Inspection Services
Type: Request For Bid
Issue Date: 6/28/2024
Deadline: 7/18/2024 05:00 PM (CT)
Notes:

Contact Information

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

Rotex Truck Center, Inc Information

Contact: Robert Rosas
Address: 11802 Sara Road
Laredo, TX 78045
Phone: (956) 722-1250
Fax: (956) 727-7835
Email: robert@rotextrucks.com

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

RICHARD ROSAS
Signature

richard@rotextrucks.com
Email

Submitted at 7/16/2024 11:09:19 AM (CT)

Response Attachments

Signed CIQ Form.pdf

CIQ Form

Signed Form 1295.pdf

Form 1295

Affidavit.pdf

Affidavit

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250
3	**State how long under has the business been in its present business name** 11802 SARA ROAD LAREDO TEXAS 78045
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 **Questions Part 1**

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

N/A

7 **Questions Part 2**

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

N/A

8 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

9 **Conflict of Interest Disclosure**

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

10 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11 **Conflict of Interest Questionnaire**

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

Yes

12	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RICHARD ROSAS
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-088 (FY24-088 Vehicle Safety Non-DOT & DOT Inspection Services)
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** ROTEX TRUCK CENTER, INC.
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
23	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.

24	**This is a** New Submission
25	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RICHARD ROSAS
26	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-088 (FY24-088 Vehicle Safety Non-DOT & DOT Inspection Services)
27	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** ROTEX TRUCK CENTER, INC.
28	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
29	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
30	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
31	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
32	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
33	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

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Question 7. Disclosure of political contributions

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

Not Applicable

35

Question 7. Disclosure of political contributions

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

N/A

36

Updates on contributions required

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

37

Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

38

8. Disclosure of Conflict of Interest

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

N/A

39

Question 9. Updates Required

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

☑ I have read and understand this section

40

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

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

☑ I have read and understand this section

41

Question 11. Conflict of Interest Questionnaire (CIQ)

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

☑ I have acknowledge that I have been advised

42 **Question 11. Oath**

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

RICHARD ROSAS / OPERATIONS MANAGER / ROTEX TRUCK CENTER, INC.

43 **Question 12. Oath**

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

☑ I swear or affirm information is correct

44 **Company Information Questionnaire**

☑ I have completed this section

45 **Conflict of Interest Questionnaire**

☑ I have completed this section

46 **Non-Collusive Affidavit**

☑ I have completed and included this form

47 **Discretionary Contracts Disclosure**

☑ I have completed this section

48 **Certificate of Interested Parties (Form 1295)**

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

☑ I will comply with this form

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Terms and Conditions for Request for Bids

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

50	**Disqualification & Debarment Certification**

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

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

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

☑ I certify to the terms and conditions

51	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section

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

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

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

☑ I have read and understand this section

53 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

ACKNOWLEDGE

Bid Lines

1 **Package Header**

Section I :

Vehicle Safety Inspection Services

Quantity: 1 UOM: PKG Total: $47.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Fleet Vehicle Inspections NON-DOT

As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 1500 Price: $7.00 Total: $7.00

1.2 Fleet Vehicle Inspections DOT

As per Specifications 18.0 & 19.0

Quantity: 1 UOM: 500 Price: $40.00 Total: $40.00

Response Total: $47.00

							Rotex Truck Center, Inc	
							Total Price	$47.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
1	Section I:Vehicle Safety Inspection Services			1	PKG		**$47.00**	$47.00
1.1	Fleet Vehicle Inspections NON-DOTAs per Spe			1	1500		**$7.00**	
1.2	Fleet Vehicle Inspections DOTAs per Specifica			1	500		**$40.00**	

City Council

Meeting Date: 9/3/2024 **Consent Agenda 37.**

SUBJECT
Consideration to renew contract FY23-072 for the purchase of windshield and back glass replacement parts/services for the City's Fleet Department with the following vendors:

1). Royal Contractors, Laredo, Texas in annual amount of $70,000.00 and;

2). Hauling Ace Dispatching, Arlington, Texas in annual amount of $60,000.00.

This contract provides for the purchase of windshield and back glass replacement parts/services for the City's automobiles and trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This is the first of three one year extension periods. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 9/05/23.

BACKGROUND
This contract establishes an hourly rate on replacements and service repairs for windshield and back glass. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Description	Royal Contractors	Hauling Ace Dispatching LLC.
Standard Shop Labor Rate	$120.00	$120.00
Windshield Repair Service for all models	$220.00	$210.00
On Location Labor Rate	$120.00	$ 90.00
Percent of Discount Offered	5%	0%
Repairs Completed in Working Days	1	2

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this renewal be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2080.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division

July 25, 2024

Mr. Juan C. Rodriguez
Royal Contractors
3712 Josefina Drive
Laredo, Texas 78041

Re: Windshield & Black Glass Replacement/Repair Services – Fleet Department
Contract FY23-072

Dear Mr. Rodriguez,

This is to inform you that the contract renewal FY23-072 which was approved by City Council on September 5, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor (s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956)794-1731.

Sincerely,

Jaime Zapata
Purchasing Agent

Xc. Purchasing Division

Royal Contractors

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Juan C. Rodriguez

Date: 07/29/24

City of Laredo
Purchasing Division

July 26, 2024

Shannon Hamilton
Hauling Ace Dispatching LLC
510 Rita Lane
Arlington, Texas 76014

Re: Windshield & Black Glass Replacement/Repair Services – Fleet Department
Contract FY23-072

Dear Shannon Hamilton,

This is to inform you that the contract renewal FY23-072 which was approved by City Council on September 5, 2023 is up for renewal. This is the first of three one (1) year extension periods. Please advise if you wish to renew this contract. Your company is the secondary vendor for this contract.

As a reminder compliance with the contract terms are the responsibility of the awarded vendor (s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956)794-1731.

Sincerely,

Jaime Zapata
Purchasing Agent

Xc. Purchasing Division

Hauling Ace Dispatching LLC

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Shannon Hamilton

Print Name: Shannon Hamilton

Date: 8-2-2024

City Council

Meeting Date: 9/3/2024 **Consent Agenda 38.**

SUBJECT
Consideration to renew a one-year service contract FY22-001 to the following vendors:

1.) Lozano's Body Shop Repairs Laredo, Texas (Primary Vendor);
2.) South TX Auto Rebuilders Laredo, Texas (Secondary Vendor).

Section	Description	Dollar Amt/Year
I	Car Repair Services	
II	Light Duty Truck Repair Services	
III	Medium Duty Truck Repair IV	
IV	Heavy Duty Truck Repair Services	
	Total	$350,000.00

for auto & truck body shop repairs for the Fleet Department for $350,000.00 annually. This contract establishes Primary/Secondary service providers with hourly service rates and a percentage markup on parts utilized during city vehicle repairs. All repair services will be purchased on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for one additional one year extension period, upon the mutual agreement of the parties. Funding is available in the Fleet Management Fund.
Services

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 10/2/2023.

BACKGROUND
This contract establishes an hourly service rate and a percentage markup on automotive parts utilized during vehicle repairs. Lozano's Body Shop Repairs and South TX Auto Rebuilders will be contacted on repair services over $5,000.00 in order to secure the best bid contract pricing for the City. Estimated time for completion of any vehicle repairs by both vendors is six working days. Awarded vendors shall provide monthly invoice reconciliation reports to Risk Management. There was no price increase during the last extension period. This is the second of three extension periods.

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

Pricing under contract:

Lozano Body Shop	Section I	Section II
Hourly Flat Labor Rate	$25.00 per Hour	$25.00 per Hour
Parts Percentage (%) Price Mark-up	15%	15%
Cost of pick/up delivery	No Charge	No Charge
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year	1 Year
Warranty offered on paint	1 Year	1 Year

South Texas Auto Rebuilders	Section III	Section IV
Hourly Flat Labor Rate	$40.00 per Hour	$50.00 per Hour
Parts Percentage (%) Price Mark-up	25%	25%
Cost of pick/up delivery	$125.00	N/A
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year/12,000 Miles	1 Year/12,000 Miles
Warranty offered on paint	Limited Lifetime	Limited Lifetime

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593 2810 533 2071
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
All parts will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 20, 2024

Mr. Joe L. Villareal
South Texas Auto Rebuilders
2720 Guadalupe Street
Laredo, Texas 78043

Re: Auto & Truck Body Shop Repairs Services
Contract FY22-001
Extension II

Dear Mr. Villareal,

This is to inform you that contract FY22-001 for auto and truck body shop services which was approved by City Council on October 18, 2021 is up for renewal. This is the second of three one-year extension periods. Your company is currently the primary vendor for Sections III & IV and a secondary vendor for Sections I & II. Please advise if you wish to renew this contract.

Pricing under contract:

	Section III	Section IV
Hourly Flat Labor Rate	$ 40.00 per Hour	$ 50.00 per Hour
Parts Percentage (%) Price Mark-up	25%	25%
Cost of pick/up delivery	$ 125.00	N/A
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year/12,000 Miles	1 Year/12,000 Miles
Warranty offered on paint	Limited Lifetime	Limited Lifetime

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

South Texas Auto Rebuilders

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: Jose L Villarreal

Date: 8/21/24

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 20, 2024

Mr. Francisco Lozano
Lozano Body Shop
319 E. Frost
Laredo, Texas 78040

Re: Auto & Truck Body Shop Repairs Services
Contract FY22-001
Extension II

Dear Mr. Lozano,

This is to inform you that contract FY22-001 for auto and truck body shop repair services which was approved by City Council on October 18, 2021 is up for renewal. This is the second of three one-year extension periods. Your company is currently the primary vendor for Sections I & II. Please advise if you wish to renew this contract.

Pricing under contract:

	Section I	Section II
Hourly Flat Labor Rate	$ 25.00 per Hour	$ 25.00 per Hour
Parts Percentage (%) Price Mark-up	15%	15%
Cost of pick/up delivery	No Charge	No Charge
Storage fees per day	No Charge	No Charge
Warranty offered on repairs	1 Year	1 Year
Warranty offered on paint	1 Year	1 Year

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

Lozano Body Shop

Accept ✓ Reject _____

Authorized Signature: _____

Print Name: FRANCISCO LOZANO

Date: 8/21/24

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Resolution 39.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept and enter into a contract amendment from the Department of Health and Human Services for the Ryan White Part C Outpatient EIS Program, in the additional amount of $7,054.00, for a total award of $310,110.00, with no match for the City of Laredo Public Health Department for the term period from May 01, 2024 through April 30, 2025. Funds will be accounted for in the Laredo Public Health Department fund - Ryan White Part C Outpatient EIS Program Grant.

PREVIOUS COUNCIL ACTION
On April 17, 2023, Council approved Resolution 2023-R-088.

BACKGROUND
The U.S. Department of Health and Human Services Health Resources and Services Administration has contracted with the City of Laredo for continuation of public health services through the City of Laredo Public Health Department to plan, develop and deliver comprehensive outpatient health, treatment and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties. HIV/AIDS continues to pose a public health threat and the City of Laredo Public Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion. Services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Ryan White Part C EIS Program Grant
Account #:	226-6111

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
Funds will be accounted for in revenue account 226-0000-321-6313 and the expenditure division is 226-6111 with project number HERC07.

2024-R-272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT AMENDMENT FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE RYAN WHITE PART C OUTPATIENT EIS PROGRAM GRANT, IN THE ADDITIONAL AMOUNT OF $7,054.00, FOR A TOTAL AWARD OF $310,110.00, WITH NO MATCH FOR THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT FOR THE TERM PERIOD FROM MAY 01, 2024 THROUGH APRIL 30, 2025. FUNDS WILL BE ACCOUNTED FOR IN THE LAREDO PUBLIC HEALTH DEPARTMENT FUND – RYAN WHITE PART C OUTPATIENT EIS PROGRAM GRANT.

WHEREAS, The U.S. Department of Health and Human Services Health Resources and Services Administration has contracted with the City of Laredo for continuation of public health services through the City of Laredo Public Health Department to plan, develop and deliver comprehensive outpatient health, treatment and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties; and

WHEREAS, HIV/AIDS continues to pose a public health threat and the City of Laredo Public Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion. Services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager is hereby authorized to accept and enter into a contract amendment from the Department of Health and Human Services for the Ryan White Part C Outpatient EIS Program, in the additional amount of $7,054.00, for a total award of $310,110.00, with no match for the City of Laredo Public Health Department for the term period from May 01, 2024 through April 30, 2025. Funds will be accounted for in the Laredo Public Health Department Fund – Ryan White Part C Outpatient EIS Program Grant.

Section 2: Funds will be accounted for in revenue account 226-0000-321-6313 and the expenditure division is 226-6111 with project number HERC07.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H7631754
Federal Award Date: 08/06/2024

Recipient Information

1. Recipient Name
CITY OF LAREDO
2600 Cedar Ave.,
Laredo, TX 78044

2. Congressional District of Recipient
28

3. Payment System Identifier (ID)
1746001573A5

4. Employer Identification Number (EIN)
746001573

5. Data Universal Numbering System (DUNS)
618150460

6. Recipient's Unique Entity Identifier
HWX7C56NNUV1

7. Project Director or Principal Investigator
Richard A Chamberlain
Health Director
rchamberla@ci.laredo.tx.us
(956)795-4918

8. Authorized Official

Federal Agency Information

9. Awarding Agency Contact Information
Tsega Nega
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
tnega@hrsa.gov
(301) 287-0035

10. Program Official Contact Information
Natasha Colthirst
HIV/AIDS Bureau (HAB)
ncolthirst@hrsa.gov
(301) 443-4656

Federal Award Information

11. Award Number
6 H76HA31754-07-03

12. Unique Federal Award Identification Number (FAIN)
H7631754

13. Statutory Authority
42 U.S.C. § 300ff-51-67; 300ff-121

14. Federal Award Project Title
Ryan White Part C Outpatient EIS Program

15. Assistance Listing Number
93.918

16. Assistance Listing Program Title
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease

17. Award Action Type
Administrative

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 05/01/2024 - End Date 04/30/2025	
20. Total Amount of Federal Funds Obligated by this Action	$7,054.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	$0.00
21. Authorized Carryover	$0.00
22. Offset	$0.00
23. Total Amount of Federal Funds Obligated this budget period	$291,436.00
24. Total Approved Cost Sharing or Matching, where applicable	$0.00
25. Total Federal and Non-Federal Approved this Budget Period	$310,110.00
26. Project Period Start Date 05/01/2022 - End Date 04/30/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$897,548.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Adejumoke Oladele on 08/06/2024

30. Remarks

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks. If you need more information, please contact HRSA contact center at 877-464-4772, 8 am to 8 pm ET, weekdays.

HRSA
Health Resources & Services Administration

Notice of Award
Award Number: 6 H76HA31754-07-03
Federal Award Date: 08/06/2024

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a.	Salaries and Wages:	$153,073.00
b.	Fringe Benefits:	$66,534.00
c.	Total Personnel Costs:	$219,607.00
d.	Consultant Costs:	$0.00
e.	Equipment:	$0.00
f.	Supplies:	$1,875.00
g.	Travel:	$12,410.00
h.	Construction/Alteration and Renovation:	$0.00
i.	Other:	$17,914.00
j.	Consortium/Contractual Costs:	$58,304.00
k.	Trainee Related Expenses:	$0.00
l.	Trainee Stipends:	$0.00
m.	Trainee Tuition and Fees:	$0.00
n.	Trainee Travel:	$0.00
o.	TOTAL DIRECT COSTS:	$310,110.00
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	$0.00
	i. Indirect Cost Federal Share:	$0.00
	ii. Indirect Cost Non-Federal Share:	$0.00
q.	TOTAL APPROVED BUDGET:	$310,110.00
	i. Less Non-Federal Share:	$0.00
	ii. Federal Share:	$310,110.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a.	Authorized Financial Assistance This Period	**$310,110.00**
b.	Less Unobligated Balance from Prior Budget Periods	
	i. Additional Authority	$0.00
	ii. Offset	$18,674.00
c.	Unawarded Balance of Current Year's Funds	$0.00
d.	Less Cumulative Prior Award(s) This Budget Period	$284,382.00
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$7,054.00**

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.51

37. BHCMIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:
a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
24 - 3770891	93.918	22H76HA31754	$7,054.00	$0.00	N/A	22H76HA31754

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Program Specific Term(s)

1. In Fiscal Year (FY) 2023, due to relinquishments, award reductions, and closeouts occurred among RWHAP Part C EIS program recipients and unawarded FY 2023 new EIS service area; availability of funds occurred. As a result in FY 2024 HRSA HAB will distribute these supplemental funds across the current cohort for 351 out of the 357 RWHAP Part C EIS recipients. HRSA used the established funding methodology for determining the supplemental awards, but excluded recipients that had at least 25 percent cumulative unobligated balances at the end of FY2018-2021 period of performance and an annual unobligated balance greater than 25 percent for at least three of these four budget periods. These exclusions are intended to ensure that the supplemental funding is put to use as expeditiously as possible in order to serve RWHAP clients.

Reporting Requirement(s)

1. **Due Date: Within 60 Days of Award Release Date**
   Submit a Ryan White HIV/AIDS Program Allocation Report by September 30, 2024.
   .

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Richard A Chamberlain	Program Director	rchamberla@ci.laredo.tx.us
Jose L Magana	Business Official	jmagana@ci.laredo.tx.us

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 40.**

SUBJECT
Consideration to approve a telepsychiatry consultation services agreement with US Televero Health PA, located at 6101 W. Courtyard Drive, Austin, TX 78730 in the annual amount not to exceed $80,000.00 for the City of Laredo Public Health Department, Primary Care Services Program for the term of September 01, 2024 through August 30, 2025. Funding is available in the Public Health Department fund; contingent on funding availability.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City of Laredo Public Health Department, Primary Care Services Program wishes to contract with US Televero Health PA to be able to provide prescheduled psychiatric services via Televero Health EHR that result in increased access to care, continuity of care, comfort and privacy, and enhanced safety for individuals counseled into treatment.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Motion.

Fiscal Impact

Fiscal Year:	24
Budgeted Y/N?:	Y
Source of Funds:	Public Health Fund
Account #:	226-2927
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in expenditure division 226-2927-543-5528.

AGREEMENT

TELEPSYCHIATRY SERVICES FOR PRIMARY CARE, WOMEN'S HEALTH, AND CHRONIC DISEASE SERVICES

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement is made by and between the City of Laredo Public Health Department ("Department" or "CLHD") and US Televero Health, PA ("Provider").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

SCOPE OF SERVICES

CLHD will schedule patients for Psychiatric Services within Provider's AMD software. Supplied health care providers are either employees or independent contractors of Provider and are wholly responsible for all medical services provided. They will report to the medical director at the clinic where they see patients, consulting with members of CLHD as appropriate and prescribing medication in the way CLHD requires.

- **Credentialing:** All Televero Health, PA providers (THPs) are board certified and credentialed.
- **Malpractice:** All Televero Health, PA providers are fully covered by liability insurance.
- **Telehealth EHR:** Provider will provide access to AMD software for individual consultation between an THP and a patient. THPs will be available to perform a real-time consultation via phone or video while the patient is online at the CLHD clinic using AMD software.
- **Access to Patient Information:** Provider will provide CLHD access to CLHD patients' information, such as clinical evaluations and notes. Provider will maintain a separate protected instance of their EHR, to protect the PHI of all participants. CLHD program will be responsible for controlling access to the protected instance provided. Other CLHD program employees will not have access to this instance unless it is approved by CLHD program. CLHD will provide Televero Health provider with: (a) key patient information, (b) chief complaint, (c) reason for consult request, (d) med sheet, and (e) access to records as deemed necessary by Provider for the services.
- **Cancellations/No-shows: Cancellations/No-shows:** CLHD agrees to maintain a monthly no-show or late cancel (no appearance) rate of ten percent (10%) or below. An additional $25 charge per appointment will be added to the cost of each appointment for any month in which the average no-show/ late cancelation rate exceeds the agreed upon amount 10%.
- **Prescribing Medications:** Televero Behavioral Health providers will eprescribe medications through *AdvancedMD* and under the supervision of a physician

TERM

This agreement is effective on September 1, 2024 ("Effective Date") and will continue until August 31, 2025; either party may terminate this agreement for convenience by giving sixty (60) days written notice to the other party.

COMPENSATION

The payment to the Provider under this agreement for Primary Care, Women's Health and Chronic Disease services shall not exceed $80,000.00. Reimbursement will be paid monthly via EFT upon receipt of an invoice submitted by Provider to CLHD or Department, **See Attachment A for service fees.**

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Provider to the Department is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied, and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

INSURANCE AND INDEMNIFICATION

IT IS THE INTENTION OF THE PARTIES THAT THE PROVIDER BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE UNDER THIS AGREEMENT. IN ORDER TO PROTECT THE DEPARTMENT FROM LIABILITY, THE PROVIDER MUST MAINTAIN A POLICY OF INSURANCE AND WILL FURTHER INDEMNIFY AND HOLD THE DEPARTMENT HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OF THE REQUIRED SERVICES. US TELEVERO HEALTH, P.A. CARRIES PROFESSIONAL LIABILITY INSURANCE IN THE AMOUNT OF $1,000,000.00 IN THE AGGREGATE.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt requested, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement.

US Televero Health, PA
Raymond Wolf
Chief Operating Officer
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

City of Laredo Public Health Department
Richard A. Chamberlain
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Avenue
Laredo, TX 78040

DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto.

CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The Provider shall have no right of action against the Department in the event that the Department is unable to fulfil its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the Department.

PROFESSIONAL STANDARDS

The Provider agrees to abide by and perform his/her duties in accordance with the applicable ethics of his/her profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating his/her profession.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

The Department and Provider will follow any changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

HIPAA AGREEMENT

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the Department.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatsoever.

NO WAIVER

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Laredo, Texas.

SIGNED, accepted, and agreed to this____day of_____, 2024, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

By: _____

Joseph W. Neeb Date
City Manager

By: _____

Richard A. Chamberlain, Date
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

APPROVED AS TO FORM:
Doanh T. Nguyen, City Attorney

By: _____

Amber R.Holmes Date
Assistant City Attorney

ATTESTED

By: _____

Date

Mario I. Maldonado, Jr.
City Secretary

PROVIDER

By: Raymond Wolf 07/19/2024

Raymond Wolf Date
Chief Operating Officer
US Televero Health, PA

REIMBURSEMENT ADDRESS

In the event EFT is delayed, reimbursement will be sent to:

US Televero Health, PA
6101 W. Courtyard Drive
Suite 2-225
Austin, TX 78730

Tax ID Number:
85-2527678

ATTACHMENT A

SERVICE FEES

	Services Included	Price Per Consult Block	
		30-min	60-min
1	Psychiatrist – Adults	$200 00	$310 00
2	Psychiatric APRN – All ages (with collaborating or supervising physician)	$165.00	$220.00
3	Counseling session with LPC or LCSW		$180 00

Note: Fee structure includes technology support and maintenance fees.
In the event there is a need to change providers, patient will be scheduled for a transfer appointment for up to 60 minutes. Fee will be $250 and subject to cancelation agreement.
Note: Total consult block includes the evaluation and treatment of patient while the patient is present, as well as records review, documentation, administrative tasks, and consultation with the patient's care team, with or without the patient present.

TECHNOLOGY FEES & SUPPORT

	Items Included	Units	Price
1	Software Licensing Fees	In the delivery of services	$150/month
2	Patient access to (iOS, Android, smartphone/tablet)	In the delivery of services	Included
	TOTAL		**$1800 00**

Fees Include:

1. Standard client configurations, setup, and training support
2. Ongoing support services for admin and user generated requests

Additional Televero services for custom programming, configurations, or integrations may be provided under additional scope of work.

ATTACHMENT B

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE AGREEMENT

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (Hereinafter "HIPAA") Business Associate Agreement made between US Televero Health, P.A., Business Associate (hereinafter "BA") and the undersigned City of Laredo through its City of Laredo Public Health Department-Covered Entity, (hereinafter "CE"), in consideration of the use and disclosure of Protected Health Information (hereinafter "PHI") on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

RECITALS

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose PHI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA.
3. To report to the CE any use or disclosure of the PHI not provided for by this Agreement within five (5) days of becoming aware of such disclosure.
4. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S.W., Washington D.C., 20201 or by telephone at (800) 368-1019, so as to determine the CE's HIPAA compliance status.
5. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.
6. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.

OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

COVERED ENTITY:
City of Laredo Public Health Department

By: _____
Richard A. Chamberlain, DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
Date

BUSINESS ASSOCIATE

By: Raymond Wolf
Raymond Wolf
COO US Televero Health, PA
07/19/2024
Date

City Council

Meeting Date: 9/3/2024 **Consent Agenda 41.**

SUBJECT
Authorizing the City Manager to enter into and execute contract payments with AT&T Corp. for providing the 9-1-1 Network infrastructure, service, network equipment, and FirstNet LTE Backup Network for the South Texas Region, including Webb, Jim Hogg, Starr, and Zapata Counties, in the total amount of $415,711.52, over a three year period. Pricing is provided through the Texas Department of Information Resources, DIR-TSO-3420. Payments are for the period of September 1, 2024, through August 31, 2027. Funding is available in the 911 Regional Fund for year one. Years two and three are subject to funding availability.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo approved Resolution 2003-R-066, requesting that the Commission on State Emergency Communications designate the City of Laredo as the administrator of the Region's 9-1-1 Emergency Communication System. At the February 4, 2004 meeting, the Commission on State Emergency Communications designated the City of Laredo as the Administrator for the Region's 9-1-1 System, which became effective March 1, 2004. As administrators for the South Texas Development Council (STDC), the City of Laredo oversees the four county region of Jim Hogg, Starr, Webb and Zapata.

The contract agreement with AT&T Corp. was contracted with the City of Laredo (utilizing DIR Contract DIR-TSO-3420) beginning September 1, 2023. Service renewal will provide service coverage from September 1, 2024, through August 31, 2027. The second and third contract years are subject to funding availability. AT&T Corp. will provide the 9-1-1 network infrastructure, service, network equipment, and FirstNet LTE Backup Network for the South Texas Region.

This contract is an annual services contract for the Public Safety Answering Points (PSAPs) in the South Texas Region, including Jim Hogg County Sheriff's Office, Rio Grande City Police Department, Roma Police Department, Starr County Sheriff's Office, Webb County Sheriff's Office, Zapata County Sheriff's Office, the Laredo Police Department, and the Backup Training Center located at the 9-1-1 Regional Administration building.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	Yes
Source of Funds:	911 Regional Fund
Account #:	Various Accounts
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding is available in the 9-1-1 Regional Fund for year one in RCOM25, year two and three are subject to funding availability.

	Services		**Projected Amount**
Year 1	Network	258-5568-523-8201	$144,545.84
Year 1	Network Reliability	258-5568-523-8223	$3,552.00
Year 2	Network	258-5568-523-8201	$130,254.84
Year 2	Network Reliability	258-5568-523-8223	$3,552.00
Year 3	Network	258-5568-523-8201	$130,254.84
Year 3	Network Reliability	258-5568-523-8223	$3,552.00
	TOTAL		$415,711.52

Sales Contact Information
Harris; Sarah
469-453-0689
sarah@netsparktelecom.com

eSign Fax Cover Sheet

Contract Id: 1818760

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 1818760
   II. All Pages stamped with Contract Id: 1818760
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3117509
Contract Id: 1818760

AT&T MA Reference No. MA1289760UA
AT&T PS Contract ID NBI14722048

AT&T VPN SERVICE
PRICING SCHEDULE

Customer	**AT&T**
CITY OF LAREDO Street Address: 1102 BOB BULLOCK LOOP City: LAREDO State/Province: TX Zip Code: 78043 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Amanda Tienda Title: Program Manager Street Address: 1102 BOB BULLOCK LOOP City: LAREDO State/Province: TX Zip Code: 78043 Country: United States Telephone: 956-229-0491 Email: atienda@ci.laredo.tx.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Sarah Harris Company Name: NetSpark IP & Telecom Inc. (RO) Agent Street Address: 3129 College St Suite 300 City: Beaumont State: TX Zip Code: 77701 Country: United States Telephone: 4694530689 Fax: Email: sarah@netsparktelecom.com Agent Code: 52632	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. MA1289760UA
AT&T PS Contract ID NBI14722048

AT&T VPN SERVICE
PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T VPN Service, Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

NBI14271923

1. SERVICES

Service	Service Publication Location
AT&T VPN Service	http://serviceguidenew.att.com/sg_flashPlayerPage/AVPN
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC AND MARC-ELIGIBLE CHARGES

3.1. MARC

MARC under this Pricing Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
MARC under this Pricing Schedule	66,123.03 USD	66,123.03 USD	66,123.03 USD	0.00 USD	0.00 USD

3.2. MARC-ELIGIBLE CHARGES

Service(s) under this Pricing Schedule are MARC-contributing.

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period* per Service Component
All AT&T VPN Service and AT&T Bandwidth Service Components	100%	12 Months

* The Minimum Payment Period does not apply to Grandfathered Service/Service Components.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Notice of Withdrawal for AT&T VPN Service

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate a Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

AT&T VPN SERVICE
PRICING SCHEDULE

6. RATES AND DISCOUNTS

6.1. AT&T VPN SERVICE

6.1.1. AT&T VPN Service Rates

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service	Schedule of Charges version dated APR-01-2019

Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version. The rates of a Service or Service Component that is Grandfathered in the applicable Service Publication are not stabilized. Beginning six months after a Service/Service Component is Grandfathered, AT&T may change prices, discounts, terms or conditions on 30 days' prior notice to Customer.

6.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type			Discount
VPN Transport			
	Connection Monthly Charge		
		ALL VNIC COMPONENTS	100.00%
		All other Connection Monthly Charges	30.00%
	All other VPN Transport Monthly Charges		30.00%
VPN DSL			30.00%
Managed CPE			30.00%
Non-Recurring Charges			
		MPLS Port Activation Charge	100.00%
	All other Non-Recurring Charges		75.00%
Other Discounts			
		MPLS MANAGED ROUTER ACTIVATION - AT&T INSTALL	100.00%

6.1.3. Access Channels - Site-Specific Pricing

Unless otherwise indicated, the pricing below is only applicable to one (1) of the specified circuit types at each specified location. For Non-US Access, Service Components must be installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply. No Discounts are applicable to the site-specific pricing table below. MRC and NRC listed below are per Service Component.

6.1.3.1 US Ethernet Access Channels

Site Location Information	Zone / Type*	Access Speed	MRC	NRC	Price Change (Y/N)
600 HIDALGO ST, ZAPATA, TX 78076	N/A	AVPN Ethernet Access 10 Mbps	509.00 USD	0.00 USD	N
902 VICTORIA ST, LAREDO, TX 78040	N/A	AVPN Ethernet Access 10 Mbps	509.00 USD	0.00 USD	N
912 MATAMOROS ST, LAREDO, TX 78040	N/A	AVPN Ethernet Access 10 Mbps	509.00 USD	0.00 USD	N
402 E MAIN ST, RIO GRANDE CITY, TX 78582	N/A	AVPN Ethernet Access 10 Mbps	500.55 USD	0.00 USD	N
4712 MAHER AV, LAREDO, TX 78041	N/A	AVPN Ethernet Access 10 Mbps	509.00 USD	0.00 USD	N
100 E 6TH ST, RIO GRANDE CITY, TX 78582	N/A	AVPN Ethernet Access 10 Mbps	500.55 USD	0.00 USD	N
201 E OLD CEMENTERY RD, HEBBRONVILLE, TX 78361	N/A	AVPN Ethernet Access 10 Mbps	509.00 USD	0.00 USD	N
987 E GRANT ST, ROMA, TX 78584	N/A	AVPN Ethernet Access 10 Mbps	500.55 USD	0.00 USD	N

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service.
This is the last page of the Pricing Document.

Sales Contact Information
Harris; Sarah
469-453-0689
sarah@netsparktelecom.com

eSign Fax Cover Sheet

Contract Id: 6978887

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 6978887
   II. All Pages stamped with Contract Id: 6978887
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3071657
Contract Id: 6978887

AT&T MA Reference No. MA1289760UA
AT&T PS Contract ID MIS14696084

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Customer	**AT&T**
City of Laredo Street Address: 1102 Bob Bullock Loop City: LAREDO State/Province: TX Zip Code: 78043 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Amanda Tienda Title: Program Manager Street Address: 1102 Bob Bullock Loop City: LAREDO State/Province: TX Zip Code: 78043 Country: United States Telephone: 9562290491 Email: atienda@ci.laredo.tx.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Sarah Harris Company Name: NetSpark IP & Telecom Inc. (RO) Agent Street Address: 3129 College St Suite 300 City: Beaumont State: TX Zip Code: 77701 Country: United States Telephone: 4694530689 Fax: Email: sarah@netsparktelecom.com Agent Code: 52632	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. MA1289760UA
AT&T PS Contract ID MIS14696084

AT&T DEDICATED INTERNET
PRICING SCHEDULE

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS14271924	

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	**36 months**
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet
Access Bandwidth -

Table 1: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

Table 2: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500

AT&T DEDICATED INTERNET
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Tiered/Full T-3	$5,000	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A
Ethernet	$1,500#	$1,500**#
10 Gig Ethernet* and up	$1,500#	$1,500

* Service not available with MPLS PNT.
**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.
Pricing also applies to Service locations in Alaska.

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999
Tiered/Full T-3	$1,000
Tiered OC-3, OC-12, OC-48	$10,000
Ethernet	$1,500*
10 Gig Ethernet and up	$1,500
Nx10Gig Ethernet	$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	$112	0.00%
/27	$224	0.00%
/26	$448	0.00%
/25	$896	0.00%
/24	$1,792	0.00%
/23	$3,584	0.00%
/22	$7,168	0.00%
/21	$14,336	0.00%
/20	$28,672	0.00%
/19	$57,344	0.00%

Table 5: Flexible Bandwidth Billing Option – Ethernet*

Discount applied to ADI & ADI w/Managed Router Discount: 10.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	**ADI Undiscounted Monthly Fee**	**ADI with Managed Router Undiscounted Monthly Fee**	**Undiscounted Incremental Usage Fee Per Mbps**
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
0.5 Mbps	$257	$385	$940
1.0 Mbps	$258	$386	$510

AT&T DEDICATED INTERNET
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1.5 Mbps	$259	$387	$380
2 Mbps	$260	$388	$355
3 Mbps	$261	$389	$340
4 Mbps	$262	$390	$325
5 Mbps	$263	$391	$270
6 Mbps	$264	$392	$250
7 Mbps	$265	$393	$245
8 Mbps	$266	$394	$235
9 Mbps	$267	$395	$230
Discount applied to ADI & ADI w/ Managed Router for the following: 92.00%			**Incremental Usage Fee Discount for the following: 92.00%**
10 Mbps	$268	$396	$198
15 Mbps	$359	$487	$162.33
20 Mbps	$449	$577	$144.25
25 Mbps	$542	$670	$134.00
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
30 Mbps	$633	$761	$126.83
35 Mbps	$680	$854	$122.00
40 Mbps	$812	$945	$118.13
45 Mbps	$817	$950	$105.56
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
50 Mbps	$813	$955	$95.50
60 Mbps	$946	$1,100	$91.67
70 Mbps	$1,032	$1,200	$85.71
75 Mbps	$1,118	$1,300	$86.67
80 Mbps	$1,204	$1,420	$88.75
90 Mbps	$1,290	$1,500	$83.33
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
100 Mbps	$1,400	$1,555	$77.75
120 Mbps	$1,770	$1,937	$80.71
144 Mbps	$1,790	$1,960	$68.06
150 Mbps	$1,800	$1,965	$65.50
155 Mbps	$1,820	$2,020	$65.16
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
200 Mbps	$2,000	$2,100	$52.50
250 Mbps	$2,150	$2,240	$44.80
300 Mbps	$2,250	$2,620	$43.67
350 Mbps	$2,500	$3,125	$44.64
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
400 Mbps	$2,700	$3,380	$42.25
450 Mbps	$3,000	$3,720	$41.33
500 Mbps	$3,500	$4,325	$43.25
550 Mbps	$3,650	$4,425	$40.23
600 Mbps	$4,096	$4,840	$40.33
622 Mbps	$4,117	$5,000	$40.19
Discount applied to ADI & ADI w/ Managed Router for the following:			**Incremental Usage Fee Discount for the following:**
700 Mbps	$4,199	$5,240	$37.43
800 Mbps	$4,301	$5,440	$34.00

AT&T DEDICATED INTERNET
PRICING SCHEDULE

900 Mbps	$4,403	$5,540	$30.78
1000 Mbps	$4,505	$5,620	$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: 94.00%

Speed	Class of Service Monthly Fee – List Price*# (w/ or w/out Managed Router
56 Kbps**	$225
128 Kbps**	$225
256 Kbps**	$225
384 Kbps**	$225
512 Kbps**	$225
768 Kbps	$225
1024 Kbps**†	$225
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225
10 Mbps	$825
15 Mbps	$1,075
20 Mbps	$1,325
25 Mbps	$1,575
30 Mbps	$1,825
35 Mbps	$2,100
40 Mbps	$2,350
45 Mbps	$2,750
155 Mbps	$2,750

* Charges waived for Sites with AT&T BVoIP Service.
**no real-time class available.
(†) Speed not available with MPLS PNT.
Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 94.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#
Up to 1.5 Mbps	$225
2.0 Mbps	$285
2.01 - 3.0 Mbps	$360
3.01 - 4.0 Mbps	$435
4.01 - 5.0 Mbps	$510
5.01 - 6.0 Mbps	$575
6.01 - 7.0 Mbps	$640

7.01 - 8.0 Mbps	$705
8.01 - 9.0 Mbps	$765
9.01 to 10.0 Mbps	$825
10.01 to 15.0 Mbps	$1,075
15.01 - 20.0 Mbps	$1,325
20.01 - 25.0 Mbps	$1,575
25.01 - 30.0 Mbps	$1,825
30.01 - 35.0 Mbps	$2,100
35.01 - 40.0 Mbps	$2,350
40.01 – 45 Mbps	$2,750
45.01 – 155 Mbps	$5,000
200 - 250 Mbps	$5,400
300 - 350 Mbps	$5,800
400 - 600 Mbps	$6,200
622 Mbps	$7,000
700 – 1000 Mbps	$7,800
1.5 Gbps**	$7,900
2.0 Gbps**	$8,000
2.5 Gbps**	$8,100
3.0 Gbps**	$8,200
3.5 Gbps**	$8,300
4.0 Gbps**	$8,400
4.5 Gbps**	$8,500
5.0 Gbps**	$8,600
5.5 Gbps**	$8,700
6.0 Gbps**	$8,800
6.5 Gbps**	$8,900
7.0 Gbps**	$9,000
7.5 Gbps**	$9,100
8.0 Gbps**	$9,200
8.5 Gbps**	$9,300
9.0 Gbps**	$9,400
9.5 Gbps**	$9,500
10.0 Gbps and up**	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
** Speed not available with MPLS PNT.
# Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Service Fees**

Discount: 94.00%

Speed	Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*#
T3 (up to 45 Mbps)	$2,750
OC3 (up to 155 Mbps)	$5,000
OC12 (up to 622 Mbps)	$7,000
Ethernet (up to 1000 Mbps)	$7,800
OC48 (up to 2500 Mbps)	$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	$9,600

*Charges waived for Sites with AT&T BVoIP Service.
**Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee*#	$1,000

*Charges waived for Sites with AT&T BVoIP Service.
Pricing also applies to Service locations in Alaska.

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component / Device	Undiscounted MRC*
Base Unit NextGen	$50
Base Unit 12 Port	$70
Base Unit 24 Port	$30
Base Unit High Bandwidth	$75
8 Port Analog Module Add-On	$35

* Pricing also applies to Service locations in Alaska

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	$75
Base Unit 12 Port	$95
Base Unit 24 Port	$35
Base Unit High Bandwidth	$85
8 Port Analog Module Add-On	$40

* Pricing also applies to Service locations in Alaska

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price *
Additional Service	$260
Delete Service	$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.0%

Class of Service Monthly Service Fee	$225*

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	$500*

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document.

Customer Name:
City of Laredo 911
Amanda Tienda
atienda@ci.laredo.tx.us

CITY OF LAREDO
TEXAS

AT&T Account Team:
Teri Maldonado
Scott Mitchell

AT&T

Site Name	Service Address	Service Description	Qty	Access Speed	Access Price	Port Speed	Port Price	Mgd Router	Estimated Regulatory Fees	One-Time Costs	MRC	Total MRC	Total NRC
Laredo PD Hub	4712 Maher Ave, Laredo, TX 78041	AT&T Virtual Private Network	1	10 Mb	$ 509.00	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,053.50	**$ 1,053.50**	**$ -**
Starr Co Hub	100 E 6th St, Rio Grande City, TX 78582	AT&T Virtual Private Network	1	10 Mb	$ 500.55	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,045.05	**$ 1,045.05**	**$ -**
Rio Grande City PD	402 E Main St, Rio Grande City, TX 78582	AT&T Virtual Private Network	1	10 Mb	$ 500.55	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,045.05	**$ 1,045.05**	**$ -**
Laredo PD	912 Matamoros St, Laredo, TX 78040	AT&T Virtual Private Network	1	10 Mb	$ 509.00	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,053.50	**$ 1,053.50**	**$ -**
Jim Hogg Co SO	201 E Old Cementary Rd, Hebbronville, TX 78361	AT&T Virtual Private Network	1	10 Mb	$ 509.00	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,053.50	**$ 1,053.50**	**$ -**
Zapata Co SO	600 Hidalgo Blvd, Zapata, TX 78076	AT&T Virtual Private Network	1	10 Mb	$ 509.00	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,053.50	**$ 1,053.50**	**$ -**
Webb Co SO	902 Victoria St, Laredo, TX 78040	AT&T Virtual Private Network	1	10 Mb	$ 509.00	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,053.50	**$ 1,053.50**	**$ -**
Roma PD	987 E Grant St, Roma, TX 78584	AT&T Virtual Private Network	1	10 Mb	$ 500.55	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ 13,791.00	$ 1,045.05	**$ 1,045.05**	**$ 13,791.00**
New Webb Co SO	1002 Farragut St, Laredo, TX 78040	AT&T Virtual Private Network	1	10 Mb	$ 500.55	10 Mb	$ 233.80	$ 70.70	$ 240.00	$ -	$ 1,045.05	**$ 1,045.05**	**$ -**
												$ 9,447.70	**$ 13,791.00**

Site Name	Service Address	Service Description	Qty	Access Speed	Access Price	Port Speed	Port Price	Mgd Router	Estimated Regulatory Fees	One-Time Costs	MRC	Total MRC	Total NRC
Laredo PD Hub	4712 Maher Ave, Laredo, TX 78041	AT&T Dedicated Internet Access	1	10 Mb	$ 367.32	10 Mb	$ 31.68	$ -	$ 240.00	$ -	$ 639.00	**$ 639.00**	**$ -**
Starr Co Hub	100 E 6th St, Rio Grande City, TX 78582	AT&T Dedicated Internet Access (NRC for Time Warner)	1	10 Mb	$ 496.19	10 Mb	$ 31.68	$ -	$ 240.00	$ 500.00	$ 767.87	**$ 767.87**	**$ 500.00**
												$ 1,406.87	**$ 500.00**

YEAR 1 TOTAL	**$ 144,545.84**
YEAR 2-3 TOTAL	**$ 130,254.84**
3 YEAR TOTAL	**$ 405,055.52**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Resolution 42.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a grant award in the amount of $1,401,606.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force Fund for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $599,328.00 for a total grant amount of $2,000,934.00. Funding will be available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2024-R-192 on June 24, 2024.

BACKGROUND
Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary of theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle and burglary possible.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends that approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2385
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be available in the Auto Theft Task Force Fund, project # AUTO24.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2024-R-273
9/3/2024	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $1,401,606.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT UNIT. THE GRANT REQUIRES A LOCAL MATCH IN THE AMOUNT OF $599,328.00 FOR A TOTAL GRANT AMOUNT OF $2,000,934.00. FUNDING WILL BE AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application submission with Resolution #2024-R-192 on June 24,2024.

BACKGROUND:

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Motor Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Year 2025 Request for Applications (RFA). MVCPA is authorized in statue to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 19, 2024, and issued the FY2025 Taskforce Grant Award to the City of Laredo in the amount of $1,401,606. The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

FINANCIAL IMPACT:
Funding will be available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $1,401,606.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025. THIS GRANT PAYS FOR SALARIES, SUPPLIES, AND EQUIPMENT FOR THE LPD AUTO THEFT UNIT. THE GRANT REQUIRES A LOCAL MATCH IN THE AMOUNT OF $599,328.00 FOR A TOTAL GRANT AMOUNT OF $2,000,934.00. FUNDING WILL BE AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the grant funds, the City of Laredo assures that the funds will be returned in full to the Motor Vehicle Crime Prevention Authority Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to accept a grant award in the amount of $1,401,606.00 from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) to fund the Laredo Auto Theft Task Force for the period of September 1, 2024 through August 31, 2025. This grant pays for salaries, supplies, and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $599,328.00 for a total grant amount of $2,000,934.00. Funding will be available in the Auto Theft Task Force Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Resolution 43.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement between the City of Laredo Police Department (LPD) and Webb-Zapata County District Attorney's Office (WZCDAO) for the purpose of contracting a WZCDAO Prosecutor to provide professional services for the Laredo Auto Theft Task Force. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
City Council approved the grant award acceptance with Resolution #2024-R-212 on July 22, 2024.

BACKGROUND
The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY24) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force, Project# ATDA24.

COUNCIL COMMUNICATION

DATE:	SUBJECT: Resolution #2024-R-274
9/3/2024	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND WEBB-ZAPATA COUNTY DISTRICT ATTORNEY'S OFFICE (WZCDAO) FOR THE PURPOSE OF CONTRACTING A WZCDAO PROSECUTOR TO PROVIDE PROFESSIONAL SERVICES FOR THE LAREDO AUTO THEFT TASK FORCE. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.**

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant award acceptance with Resolution #2024-R-212 on July 22, 2024.

BACKGROUND:

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY24) Request for Applications (RFA). Senate Bill 224 (SB) 224 provides that "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND WEBB-ZAPATA COUNTY DISTRICT ATTORNEY'S OFFICE (WZCDAO) FOR THE PURPOSE OF CONTRACTING A WZCDAO PROSECUTOR TO PROVIDE PROFESSIONAL SERVICES FOR THE LAREDO AUTO THEFT TASK FORCE. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

Whereas, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from MVCPA to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

Whereas, the City of Laredo recently received funding from Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant; and

Whereas, the Webb-Zapata County District Attorney's Office Prosecutor will assist with investigations and prosecutions of all motor vehicle crime related caseloads; and

Whereas, the Assistant City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Resolution of the City Council of the City of Laredo, Texas, authorizing the City Manager to enter into and execute an Interlocal Cooperation Agreement between the City of Laredo Police Department (LPD) and Webb-Zapata County District Attorney's Office (WZCDAO) for the purpose of contracting a WZCDAO Prosecutor to provide professional services for the Laredo Auto Theft Task Force. Funding is available in the Auto Theft Task Force Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Resolution 44.**

SUBJECT
Amending Resolution #2024-R-212; by amending the Authorized Officials for the Texas Motor Vehicle Crime Prevention Authority (MVCPA), FY24 SB224 Catalytic Converter Grant; providing that this resolution shall be cumulative; providing for a severability clause; and providing for an effective date. No financial impact.

PREVIOUS COUNCIL ACTION
City Council approved the grant application submission with Resolution #2024-R-105 on March 18, 2024; and accepted the grant award with Resolution #2024-R-212 on July 22, 2024.

BACKGROUND
Resolution #2024-R-212 authorized the City Manager to accept a grant award from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant for the period of March 18, 2024 through March 17, 2025. Said resolution needs to be amended by updating the Authorized Officials.

The proposed changes are as follows:

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

FINANCIAL IMPACT:
No Financial Impact.

COUNCIL COMMUNICATION

DATE:	**SUBJECT: Resolution #2024-R-284**
9/3/2024	**AMENDING RESOLUTION #2024-R-212; BY AMENDING THE AUTHORIZED OFFICIALS FOR THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA), FY24 SB224 CATALYTIC CONVERTER GRANT; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. NO FINANCIAL IMPACT.**

INITIATED BY:	**STAFF SOURCE:**
Joseph W. Neeb City Manager	Miguel A. Rodriguez, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved the grant application submission with Resolution #2024-R-105 on March 18, 2024; accepted the grant award with Resolution $2024-R-212 on July 22, 2024.

BACKGROUND:

Resolution #2024-R-212 authorized the City Manager to accept a grant award from the Texas Motor Vehicle Crime Prevention Authority (MVCPA) for the FY24 SB224 Catalytic Converter Grant for the period of March 18, 2024 through March 17, 2025. Said resolution needs to be amended by updating the Authorized Officials.

The proposed changes are as follows:

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director.

FINANCIAL IMPACT:
No Financial Impact.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
	Recommends the approval of this Resolution.

RESOLUTION #2024-R-284

AMENDING RESOLUTION #2024-R-212; BY AMENDING THE AUTHORIZED OFFICIALS FOR THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA), FY24 SB224 CATALYTIC CONVERTER GRANT; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. NO FINANCIAL IMPACT.

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo that the FY 2024 SB 224 Catalytic Converter Grant Program be operated for the 2024-2025 fiscal year; and

Whereas, the City of Laredo designated the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo has designated Steve E. Landin, Assistant City Manager as the Authorized Official; Francisco J. Mata, Financial Services Director as the Financial Officer; and Chief of Police Miguel A. Rodriguez, Jr. as the Program Director; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the grant funds, the City of Laredo assures that the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Amending Resolution #2024-R-212; by amending the Authorized Officials for the Texas Motor Vehicle Crime Prevention Authority (MVCPA), FY24 SB224 Catalytic Converter Grant; providing that this resolution shall be cumulative; providing for a severability clause; and providing for an effective date. No Financial Impact.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO I. MALDONDADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 45.**

SUBJECT
Consideration to authorize the purchase contract with DANA Safety Supply, Inc, Harlingen, Texas, for the acquisition of emergency vehicle packages, Zebra mobile printers, and reflective graphics for two police units for a total amount of $48,537.80. This purchase shall be made utilizing the Buy Board Contract 698-23. This purchase will be funded by FY2023 Operation Stonegarden (OPSG) Program. Funding is available in the Special Police Fund.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard Contract Pricing Program.

Acceptance of FY2024 Operation Stonegarden (OPSG) Grant was approved by Council on May 06, 2024.

BACKGROUND
Authorization is requested for the purchase contract with DANA Safety Supply, Inc, for the acquisition of Emergency Vehicle Packages, Zebra Mobile Printers, and reflective graphics for two police units. Delivery is expected within 90-120 days after receipt of order.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2367
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the purchase of this police emergency equipment is available in the 2023 Operation Stonegarden Grant. Please refer to the following account details: Account Number 229-2367-525-9004, Project Number OPEQ24.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To	Ship To
LAREDO POLICE DEPARTMENT PO Box 210 Laredo, TX 78042	(For Pickup - LAFE) Dana Safety Supply - La Feria 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BUY BAORD 698-23- stonegarden- 2024 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
0	0	N	INFO ** FRONT ** Warehouse: HARL	0.0000	0.00
2	2	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: HARL	3,846.2500	7,692.50
2	2	N	FS-VALR51J-P1L FEDERAL SIGNAL 51IN VALOR DUAL COLOR V-SHAPE LOW HOOK Warehouse: HARL LOW HOOK MOUNT V-SHAPE	0.0000	0.00
2	2	N	HKB-TAH21-HP FED SIG 2022 SILVERADO PPV 52" LIGHT BAR Warehouse: HARL	0.0000	0.00
2	2	N	FED-PF200S17B FED SIGNAL PATHFINDER 100/200W.17 BTN Warehouse: HARL	0.0000	0.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: HARL VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY **********	0.0000	0.00
2	2	N	DFC-SB-ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: HARL	0.0000	0.00
4	4	N	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: HARL	0.0000	0.00
2	2	N	OBDCABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: HARL	0.0000	0.00
2	2	N	DFC-PB-TAH21 FED SIG Push bumper, 2021-2023 Chevrolet Tahoe SSV/PPV Warehouse: HARL	557.0000	1,114.00
2	2	N	DFC-TC2L FEDSIG 2 LIGHT TOP CHANNEL FOR PIU PUSH BUMPER Warehouse: HARL Top channel, push bumper, mount (2) lights	27.5000	55.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	DFC-WC-TAH21 FED SIG WIRE COVERS, 2021-23 CHEVY TAHOE PUSH BUM Warehouse: HARL	36.2500	72.50
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL (2) PUSH BUMPER (2) SIDE OF PUSH BUMPER	108.0000	864.00
2	2	N	MPSM6U-FPIU20SMW FED Mirror Wedge Kit Ford Utility 2020+ Warehouse: HARL SIDE OF PUSH BUMPER	10.0000	20.00
0	0	N	INFO ** SIDE** Warehouse: HARL	0.0000	0.00
8	8	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL 4- PER TAHOE 2 - PER SIDE ROCKET PANEL AREA	108.0000	864.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	MPSM6U-FPIU20SMW FED Mirror Wedge Kit Ford Utility 2020+ Warehouse: HARL 2 PER EXPLORER FOR ROCKET PANEL	10.0000	40.00
0	0	N	INFO **REAR** Warehouse: HARL	0.0000	0.00
4	4	N	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: HARL LICENSE PLATE OVER RIDE TO WHITE ON REVERE	108.0000	432.00
2	2	N	FED-MPSM-LPH1 FED HORIZONTAL LICENSE PLATE BRACKET Warehouse: HARL	25.0000	50.00
4	4	N	FED-416900XZ-BW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: HARL REVERSE 2- PER EXPLOERE	65.0000	260.00
0	0	N	INFO ***CONSOLE** Warehouse: HARL	0.0000	0.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: HARL 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09) WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm	1,014.5500	2,029.10
2	2	N	7160-0996-00 GJ MAGNETIC BASE CELL PHONE HOLDER Warehouse: HARL	36.2500	72.50
2	2	N	7160-0321 GJ FULL FACEPLATE FOR XTL2500/5000 Warehouse: HARL	0.0000	0.00
2	2	N	7160-0338 GAMBE FACEPLATE FULL FED SIGNAL SMART SIREN Warehouse: HARL PLATINUM	0.0000	0.00

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	15130 GJ 3/4" Filler Plate Warehouse: HARL	0.0000	0.00
2	2	N	15250 GJ TAHOE USB/MP3/SD CARD 12 VOLT RELOCATION PANEL Warehouse: HARL	12.4700	24.94
2	2	N	16298 GJ 4.5" X 2" DEEP W/ KNOCKOUT Warehouse: HARL	43.3600	86.72
2	2	N	3130-0153 GJ 1 BLANK FILLER PANEL FOR MCS CONSOLE Warehouse: HARL	0.0000	0.00
2	2	N	GJ-19740 GJ 1.5" Rocker Switch & AUX 12V Power Outlet Filler Pl Warehouse: HARL	7.7200	15.44
2	2	N	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: HARL FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ********** ****	22.5800	45.16

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HARL 1- RADIO MIC 1- SIREN MIC 1- RADAR REMOTE	60.0000	360.00
0	0	N	INFO CAGE Warehouse: HARL	0.0000	0.00
2	2	N	PK0369TAH21 SMC 8VS RP COATER PARTITION Warehouse: HARL	636.3500	1,272.70
2	2	N	QK2023TAH21 SMC #12 EXPANDED METAL W/ SEAT Warehouse: HARL QK2023TAH21	1,162.8500	2,325.70
2	2	N	GK10271UHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: HARL GK10271UHK S T-RAIL MOUNT 1 UNIVERSAL HK	272.3100	544.62

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
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Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	WK0514TAH21 WINDOW BARRIER VS STEEL VERTICAL Warehouse: HARL WK0514TAH21	213.8500	427.70
2	2	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: HARL DK0100TAH21	213.8500	427.70
0	0	N	INFO **ZEBRA PRNTER** Warehouse: HARL	0.0000	0.00
2	2	Y	ZQ52-BUE0000-00 SYN: ZEBRA PRINTER Warehouse: HARL	758.7400	1,517.48
2	2	N	P1063406-032 ZEBRA:KIT Acc Mobile Battery Eliminator Dummy Battery Warehouse: HARL	86.5200	173.04
2	2	Y	P1050667-142 BARCODES ZEBRA POWER SUPPLY Warehouse: HARL https://www.barcodesinc.com/zebra/part-p1050667-142.htm	128.0600	256.12

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Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	P1063406-133 SYNN ZEBRA KIT ASSY POWER ADAPT Warehouse: HARL	128.0600	256.12
2	2	Y	AK17463-002 BLUESTAR ZEBRA AIT RAM MOUNT KIT Warehouse: HARL	83.9300	167.86
2	2	Y	MISC LD-R4KN5B Warehouse: HARL ZEBRA, CONSUMABLES, Z-SELECT 4000D 3.2 MIL THERMAL RECEIPT PAPER, 4"(102MM) X 81.25'(25M), 0.75" CORE, 2.25"(57MM) OD, 25 YEAR ARCHIVABILITY, 36 ROLLS PER CASE, PRICED PER CASE	153.6700	307.34
2	2	Y	MISC Z1AE-ZQ5X-3C0 Warehouse: HARL ZEBRA, ONECARE, ZQ510, ZQ520, ESSENTIAL, PURCHASED WITHIN 30 DAYS OF DEVICE, 3 DAY TAT NA, MX; 5 DAY TAT ROW, 3 YEARS, COMPREHENSIVE	154.9900	309.98
2	2	N	RAM-101U RAM UNPKD RAM MOUNT W/2 RAM-202 BASES & ARM Warehouse: HARL	61.4900	122.98

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GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To	**Ship To**
LAREDO POLICE DEPARTMENT PO Box 210 Laredo, TX 78042	(For Pickup - LAFE) Dana Safety Supply - La Feria 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO ** REAR STORAGE* Warehouse: HARL	0.0000	0.00
2	2	N	SBX-PK1-C01-01 HAV CLASSIC ELECTRONICS MOUNTING PACKAGE, 21-24 TAHOE Warehouse: HARL Classic Electronics Mounting Package For 2021-2024 Chevrolet Tahoe	1,014.6500	2,029.30
0	0	N	INFO **DECALS** Warehouse: HARL	0.0000	0.00
2	2	N	GRAPHIC APPEARAL GRAPHIC Warehouse: HARL	606.2500	1,212.50
2	2	N	INSTALL GRAPH LAFERA INSTALL GRAPHICS FOR LAFERIA Warehouse: HARL	562.5000	1,125.00
0	0	N	INFO **RADIO** Warehouse: HARL	0.0000	0.00
2	2	N	HKN4192B UNITEDCC POWER CABLE XTL2500 Warehouse: HARL	59.4000	118.80

Print Date	07/29/24
Print Time	02:55:14 PM
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Printed By: Maria Rivera

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To	Ship To
LAREDO POLICE DEPARTMENT PO Box 210 Laredo, TX 78042	(For Pickup - LAFE) Dana Safety Supply - La Feria 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	HKN6188B MOTOROLA CH POWER CABLE Warehouse: HARL	67.5000	135.00
2	2	N	HKN6168B HAF MOTOROLA 30' CONTROL REMOTE HEAD CABLE Warehouse: HARL	135.0000	270.00
2	2	N	HSN4038A MOTOROLA SPEAKER Warehouse: HARL	81.2500	162.50
2	2	N	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HARL MFG PART #: NMO-60-300-M1-N	56.2500	112.50
2	2	N	NMO-60-300-MI--N DCTW NMO MOTOROLA COAX Warehouse: HARL	26.2500	52.50
2	2	N	HMN1090D Speaker Mic-ACCESSORY KIT,MODIFIED STANDARD MOBIL MIC Warehouse: HARL	101.2500	202.50
2	2	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: HARL	85.0000	170.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To	Ship To
LAREDO POLICE DEPARTMENT PO Box 210 Laredo, TX 78042	(For Pickup - LAFE) Dana Safety Supply - La Feria 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HARL	45.0000	90.00
2	2	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HARL	80.0000	160.00
2	2	Y	GRAPHIC CERAMIC Warehouse: HARL DIAMON SHIELD CERAMIC COATING FOR VECHICLES	500.0000	1,000.00
2	2	N	TRANSPORT VEHICLE TRANSPORTATION BY HIRED DRIVERS Warehouse: HARL TRASPORTING BACK TO LAREDO	345.0000	690.00
2	2	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC INCLUDED DISPOSAL OF REAR SEATS **********	600.0000	1,200.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To

LAREDO POLICE DEPARTMENT
PO Box 210
Laredo, TX 78042

Contact: LAURA L ORTIZ
Telephone: 956-795-2821
E-mail: lortiz2@ci.laredo.tx.us

Ship To

(For Pickup - LAFE)
Dana Safety Supply - La Feria
5002 Logans Run
Harlingen, TX 78550

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL **INCULEDS RADIO,MODEM, CAMERA , PROVIDED BY CUSTROMER**	4,500.0000	9,000.00
0	0	N	INFO BALLISTIC GLASS AND INSTALLATION Warehouse: HARL	0.0000	0.00
2	2	N	DW02663LD22C-00 CGS IIIA BALLISTIC WINDSHIELD N/CAMER, 21+ TAHOE Warehouse: HARL	2,400.0000	4,800.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	300.0000	600.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL	700.0000	1,400.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

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Printed By: Maria Rivera

Subtotal	46,737.80
Freight	1,800.00
Order Total	48,537.80

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	542173
Customer No.	LAREDOPD

Bill To	Ship To
LAREDO POLICE DEPARTMENT PO Box 210 Laredo, TX 78042	(For Pickup - LAFE) Dana Safety Supply - La Feria 5002 Logans Run Harlingen, TX 78550
Contact: LAURA L ORTIZ **Telephone:** 956-795-2821 **E-mail:** lortiz2@ci.laredo.tx.us	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
07/29/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	MYRA CONTRERAS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price

Print Date	07/29/24
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Printed By: Maria Rivera

Subtotal	46,737.80
Freight	1,800.00
Order Total	48,537.80

City Council

Meeting Date: 9/3/2024 **Consent Agenda 46.**

SUBJECT
Consideration to authorize the purchase contract with the sole source provider, Utility Associates, Inc., based in Decatur, Georgia, for the amount of $51,916.30. This contract is for the purchase of eleven in-car video systems for the new Police Department vehicles. Funding is available in the 2023 Certification of Obligation Bond and the Police Trust Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase eleven In-Car-Video Systems for the new Police Department vehicles. Utility Associates, Inc., headquartered in Decatur, Georgia is the sole source manufacturer of the fully integrated AVL & GIS Software, Body Worn Camera, In-Car-Video, and Mobile Router Communications System, and all related software and products, and these items are not available from another manufacturing source.

Quotes:
Sales Quote# 134608 - $33,031.85
Sales Quote# 134610 - $18,884.45

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	2023 CO Bond/Police Trust Fund
Account #:	476/665
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for seven systems, totaling $33,031.85, will be provided through the 2023 Certificate of Obligation Bond, with the following account details: Account Number 476-2310-525-9004, Project Number PD2402. The remaining four systems in the amount of $18,884.45, will be financed by the

Police Trust Fund, under Account Number 665-2312-525-9004.

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	07/26/2024
Sales Quote#	134608
Expires	07/31/2024
Sales Rep	Brad Allen
PO#	
Terms	Net 30

Bill To

City of Laredo -
ctapia@ci.laredo.tx.us
Laredo TX Police
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Attention: Cesar Tapia Jr
Laredo TX Police
4712 Maher Ave
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-1	**ROCKET In-Car Video Saas - 1 Year**	7	$2,918.00	$20,426.00
ICV-H	**ROCKET In-Car Video HaaS**	7	$2,630.00	$18,410.00
Third Party / Customer Installation	**Installation will be conducted via certified up-fitter / Customer at the Department's expense.**			
Shipping (ARM)	**Shipping**	1	$25.00	$25.00
Signature Line	**Signature:_____**			
	Name:_____			
	Date:_____			
	PO:_____			
DHL Express Air	**DHL Express Air** **2-4 Day Shipping**	1	$0.00	$0.00

Subtotal	$38,861.00
Discount	($5,829.15)
Subtotal	$33,031.85
Sales Tax (%)	$0.00
Total	$33,031.85

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *insidesales@utility.com*

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Laredo TX Police
Date	07/26/2024
Sales Quote#	134610
Expires	07/31/2024
Sales Rep	Brad Allen
PO#	
Terms	Net 30

Bill To

City of Laredo -
ctapia@ci.laredo.tx.us
Laredo TX Police
4712 Maher Ave
Laredo TX 78041
United States

Ship To

Attention: Cesar Tapia Jr
Laredo TX Police
4712 Maher Ave
Laredo TX 78041
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-1	**ROCKET In-Car Video Saas - 1 Year**	4	$2,918.00	$11,672.00
ICV-H	**ROCKET In-Car Video HaaS**	4	$2,630.00	$10,520.00
Third Party / Customer Installation	**Installation will be conducted via certified up-fitter / Customer at the Department's expense.**			
Shipping (ARM)	**Shipping**	1	$25.00	$25.00
Signature Line	**Signature:_____**			
	Name:_____			
	Date:_____			
	PO:_____			
DHL Express Air	**DHL Express Air** **2-4 Day Shipping**	1	$0.00	$0.00

Subtotal	$22,217.00
Discount	($3,332.55)
Subtotal	$18,884.45
Sales Tax (%)	$0.00
Total	$18,884.45

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *insidesales@utility.com*

Laura Ortiz, Finance
Laredo Police Department

Utility Associates, Inc. is the only manufacturer that designs a fully integrated AVL & GIS Software, Body, in-Car Video, and Mobile Router Communications system. Agencies commonly utilize four vendors to provide similar capabilities to the Utility In-Car Rocket & EOS camera Solution. In contrast, Utility has incorporated video, AVL, mobile communications, emergency response, and life safety notifications into one holistic offering. It is the only system of its kind on the market, and there are no comparable market alternatives that meet the specifications outlined in this letter. Accordingly, the product has met the criteria set by most Nationwide Law Enforcement Agencies for a sole source procurement methodology.

Referenced in this letter are the components of the Officer and Vehicle Ecosystem. The Rocket™, our in-vehicle video and communications system; EOS™, the Body Camera system; and Polaris™ license, the video evidence software management and AVL/GIS software system.

The Rocket™ offers the following unique capabilities to your department:

- CJIS-compliant Video Evidence Vault secured within the vehicle for both In-Car and body camera video, thereby avoiding unnecessary delays in access to video, protecting the chain of custody of data, and avoiding unnecessary offload docking hardware and associated cost/time to the Department.
- Automated Policy-Based EOS and In-Car video recording
- Fully integrated Body and Vehicle video, meaning multiple Officer / Vehicle video sources are viewable, searchable, and exported simultaneously.
- Speed and Signal Boosting Internet connectivity (Wi-Fi/Cellular Hotspot) for all vehicle computing devices, including the MDC.
- Unlimited range for the Body Microphone

The EOS™ system offers the following unique capabilities to your department:

- A Smart Computer for high-definition body camera video recording, viewing, and classification directly on the device.
- A patented uniform integrated mounting design that ensures secure mounting and stable video collection
- Over-the-air policy updates – a device never needs to be docked to receive recording policy changes and important updates to the device firmware.
- Two-way enhanced communications for receipt and transmission of:
    - Amber, Silver, Be on the Lookout (BOLO) messages with suspect information and images.
    - Automated video offload from the field via Wi-Fi and/or Cellular means, based on video priority.
    - Potentially lifesaving “Officer Down” alerts, with the real-time location of a downed Officer to alert resources in the vicinity, Supervisors, Command Staff, dispatch, and other assigned users.
- Ability to activate video automatically during a physical altercation or when a sidearm is unholstered. This is the only automatic trigger on the market that initiates a recording when an Officer deploys their firearm while reporting to an AVL system to coordinate support resources.
- Live video streaming from active EOS Cameras to dispatch or other authorized users.

The POLARIS™ evidence software offers the following unique capabilities to your department:

- CJIS-compliant secure video evidence that is web accessible requires no servers and installation disks to run and remains updated with the latest technology for the duration of your agreement with Utility Inc. at no additional cost.
- A full AVL software to monitor the location and health of all field assets, including Officers and Vehicles, in an easy-to-use map-based interface.
- GPS, Geo-fence policy-based recording triggers to activate recordings at major public gatherings, sporting events, festivals, and during emergencies like active shootings.
- Computer Aided Dispatch (CAD) Integration that triggers cameras upon entry to a geographic action zone and imports CAD information directly into the responding Officer's Body and Vehicle video file.
- Automated SmartRedaction™ built directly into the Evidence Management software for easy access and processing/sharing redacted videos.
- Smart Holster™ Technology activates the EOS system upon deployment of a firearm from its holster and can send an alert to Dispatch and all other Officers in a pre-defined radius.

Utility's Rocket™ and EOS™ are the first and only policy-based recording devices that can be intelligently activated based upon the industry's largest suite of customizable recording triggers and updated over the air as recording policies evolve.

The Utility Evidence Ecosystem capabilities listed above comprise a unique feature set and fall under Utility Inc.'s intellectual property rights and proprietary protocols, and are therefore, currently only available from the manufacturer, Utility Inc.

This letter documents that Utility Inc. is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products to agencies.

Please contact me at (314) 954-7461 should you have any questions about our products and services.

Sincerely,

John Whitehead
Chief Revenue Officer
M: (314) 954-7461
jwhitehead@utility.com

Utility Associates, Inc.
250 E Ponce De Leon Ave STE 700,
Decatur, GA 30030

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 47.**

SUBJECT
Consideration to authorize the purchase contract with the sole source provider, Genoptic Smart Displays, Calgary, Alberta T2C 5C3, Canada, in the amount of $77,320.41 for the purchase of a large display trailer for Auto Theft Task Force (ATTF) community events. Purchase will be funded by the MVCPA - Catalytic Converter (SB224) Grant. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase a large display trailer for ATTF to promote awareness on motor vehicle crimes at community events. Genoptic Smart Displays, headquartered in Calgary, Canada is the sole source manufacture of the 'EnviroSlim Max mobile outdoor display system'. Genoptic LED mobile display systems are not available from resellers, agents, or dealers.

COMMITTEE RECOMMENDATION
None.

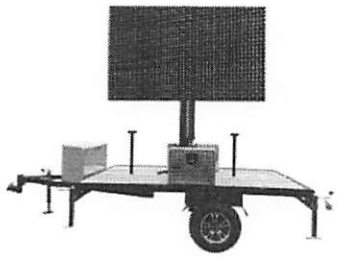
STAFF RECOMMENDATION
It is recommended that this purchase is approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the acquisition of this large mobile display is available through the Auto Theft Task Force Fund, Project ATCC24.

GENOPTIC
SMART DISPLAYS
formerly LED Sign Supply



$77,320.41

P6 - 5(H) X 10(W) with Trailer Double sided

Quote valid until Saturday, June 8, 2024

* Illustration purposes only. Actual dimensions and specs subject to accepted quote. *

Genoptic Smart Display Sales Quote

Laredo Police

Homar Solis

hsolis@ci.laredo.tx.us

Quote Type: Dealer

Currency: USD

Reference: 197f1081-0f41-4230-9aba-4ab458044723

Prepared: Thursday, May 9, 2024

Quote Expiry: Saturday, June 8, 2024

P6 - 5(H) X 10(W) Double sided
- Trailer
- 2 Honda EU7000 Generators
- Cell Modem

$77,320.41

* Wireless communication devices, including but not limited to RF Modems and Wireless Ethernet, offered by Genoptic Smart Displays may be affected by site specific conditions that can hinder the performance or operation of said devices. Genoptic Smart Displays makes no guarantees written or verbally, that the communication device is suitable for a particular project or location. Selection, purchase and acceptance of the chosen communication device is at the sole discretion of the purchaser.

** Lead Time committed is based on the date deposit is received by Genoptic Smart Displays. Lead time is not based on the date this Sales Quote was signed or returned unless otherwise noted or strictly approved in writing by Genoptic Smart Displays.

*** The specifications contain in this quotation does NOT include support structure, installation, and electrical service to sign, cable, shipping, permits, or taxes. Cabinet dimensions are approximate. The freight charge is an approximate estimate for your reference; the actual charge may vary. Safety factor is not included. Please request electrical drawings for exact dimension and number of circuit breakers.

Specifications and Features

Specifications

- Cabinet Size (approx.): 59.05" H X 118.10" W
- Actual Display: 59.05" H X 118.10" W
- Text Dimensions: 1 - 27 lines, 55 characters / line
- Matrix: 220 X 440
- Total Pixels: 96800
- Model: LSS-FMVS-6
- Pitch: 6mm High Definition
- Software (version): LED VideoStar
- Color Display: Vibrant Color Display
- Cabinet: Double sided
- Cabinet Opening: Front Module
- Cabinet Style: Borderless
- Power: CE, cULus Approved
- Weight (lbs.): 554.400 (277.200 per side)
- Wattage: Max watts 6250 / (3125 per side) / Average watts 2200 (1100 per side)
- Voltage: 120V - 240V

Features

- Communication: Cat 5 Ethernet Connection / Wi-Fi / Celluar Modem / Fibre Optic
- LED's Per Pixel: SMD
- IP68 Rating: Backed by an international standard rating of IP68 means our signs are deemed fit enough to withstand dust, dirt and sand, and are resistant to submersion up to a maximum depth of 1.5m underwater for up to thirty minutes.
- Display Palette: Full Color
- Colors: 281 Trillion Colors
- Software Description: 5 year license for a web-based software that can easily be used from any computer that is connected to the Internet. Easily upload graphics, text, images, video & more. User-friendly software allows users to create a quick Ad, setup drag and drop scheduling and proof-of-play analytics. Includes 5 year software enhancement and support.
- Viewing Angles: 150° Horizontal / 140° Vertical
- Graphic: Slideshow playback with fast transitions at 75 frames per second (FPS). Animation video, image and text capabale. Full live video capable.
- Brightness (nits)(CD/m^2): 7000
- Warranty: 10 year limited manufacturer's warranty

VideoStar Software

After years of extensive software engineering, Genoptic Smart Displays is proud to provide our proprietary VideoStar software. We have developed a more versatile user friendly software application for any type of user making it quick and easy to upload eye catching vibrant media content to one or multiple LED displays. We have also integrated our InteLED Reporting Technology which can automatically send scheduling, proof of play, performance and error message reports to your or your clients.

- ⊘ 100% uptime and perfect for advertising
- ⊘ Works through web and wireless connections
- ⊘ Upload hundreds of media files in one click
- ⊘ Support for all common media file types
- ⊘ Create your own content using templates
- ⊘ Advanced user account management
- ⊘ Schedule and groups through inutitive user interface
- ⊘ Determine average dwell time using an IP camera
- ⊘ Monitor your signs remotely
- ⊘ Enable email notifications
- ⊘ Control single or multiple displays
- ⊘ Automated LED brightness control

Simple and easy to use software for any application

GENOPTIC
SMART DISPLAYS

To Whom It May Concern:

This letter is to confirm that Genoptic LED are sole source manufacturer of the 'EnviroSlim™ Max mobile outdoor display system'. The EnviroSlim™ Max mobile display systems are exclusively sold by Genoptic LED. This product is not available from resellers, agents, or dealers.

Genoptic LED's solid state mobile display system require no active cooling or maintenance. 70% less weight and 50% less power consumption compared to competing mobile solutions, EnviroSlim™ Max is the industry leader. Genoptic LED exclusively incorporates SMD display technology originally only available to indoor display systems. Combined with our VideoStar™ software management system, there is no other product available that matches the function, energy savings, or longevity of EnviroSlim™ Max mobile display system.

Thank you for your interest,

Dave Ashmead

David Ashmead

Genoptic Smart Displays

18-6000 72 AVE SE

Calgary, AB T2C 5C3

Tel: 866-989-7446 Fax 403-726-0428

City Council

Meeting Date: 9/3/2024 **Consent Agenda 48.**

SUBJECT
Consideration to authorize the purchase contract with the sole source provider, Magnet Forensics, LLC, Atlanta, GA, in the amount of $81,337.92 for the purchase of mobile forensics equipment. Purchase will be funded by the MVCPA - Catalytic Converter (SB224) Grant. Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Authorization is requested to purchase mobile forensics equipment for investigative purposes. Magnet Forensics, LLC, headquartered in Atlanta, Georgia is the sole source manufacture of Magnet Forensics products.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase is approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for the acquisition of this mobile forensics equipment is available from the Auto Theft Task Force Fund, Project ATCC24.

MAGNET FORENSICS®

Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-350441-1
Issue Date: 31 Jul, 2024
Expires On: 15 Aug, 2024

Bill To
David Hernandez
Laredo Police Department
4712 Maher Ave.
Laredo, TX 78041
US
(956) 693-8625
dhernande1@ci.laredo.tx.us

Ship To
David Hernandez
Laredo Police Department
4712 Maher Ave.
Laredo, Texas 78041
United States
(956) 693-8625
dhernande1@ci.laredo.tx.us

End User
David Hernandez
Laredo Police Department
4712 Maher Ave.
Laredo Texas 78041
United States
(956) 693-8625
dhernande1@ci.laredo.tx.us

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Laura May	+1 226-499-8909	laura.may@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT LIST PRICE *	UNIT SELLING PRICE	QTY	EXTENDED PRICE
SH	Shipping & Handling		USD 75.00	USD 75.00	1	USD 75.00
WTS00B	Witness Bundle		USD 0.00	USD 0.00	1	USD 0.00
WTS60	Witness Term License	30 Jul, 2024 to 29 Jul, 2025	USD 5,250.00	USD 5,250.00	1	USD 5,250.00
WTS40	Witness USB Dongle		USD 0.00	USD 0.00	1	USD 0.00
5F000	Free Shipping		USD 0.00	USD 0.00	1	USD 0.00
GKL-ONF-PR-B	GrayKey License - Premier Bundle	30 Jul, 2024 to 29 Jul, 2025	USD 54,390.00	USD 54,390.00	1	USD 54,390.00
GK101	Grayshift GrayKey Unit		USD 590.00	USD 590.00	1	USD 590.00
6AXB100	Magnet AXIOM Essentials Bundle		USD 0.00	USD 0.00	1	USD 0.00
6AX110	Magnet AXIOM Essentials	1 Aug, 2024 to 29 Jul, 2025	USD 4,400.00	USD 4,382.92	1	USD 4,382.92
5F000	Free Shipping		USD 0.00	USD 0.00	1	USD 0.00
BRE100	REVIEW - SaaS		USD 0.00	USD 0.00	1	USD 0.00

Q-350441 - USD 81,337.92

ITEM #	PRODUCT NAME	SMS DATES	UNIT LIST PRICE *	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6RE200	REVIEW Advanced - 50 Cases	30 Jul, 2024 to 29 Jul, 2025	USD 6,000.00	USD 5,550.00	3	USD 16,650.00

* SMS Unit Price based on a 12 Month Term

Total List Price	USD 82,687.92
Discount	USD 1,350.00
Sub-Total	USD 81,337.92
Taxes	USD 0.00
Grand Total	**USD 81,337.92**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____ **Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Laura May at laura.may@magnetforensics.com

DocuSign Envelope ID: 4E90D675-FE4A-458F-A494-BCBD0D27644D

MAGNET FORENSICS

January 5, 2024

To Whom it May Concern,

RE: SOLE MANUFACTURER LETTER

This letter is to confirm that Magnet Forensics, LLC, together with its affiliated companies are the sole manufacturer of the following products:

- MAGNET ATLAS
- MAGNET AXIOM
- MAGNET AXIOM CYBER
- MAGNET REVIEW
- MAGNET OUTRIDER
- MAGNET AUTOMATE
- MAGNET IGNITE
- MAGNET SHIELD
- MAGNET WITNESS
- MAGNET GRAYKEY
- MAGNET GRAYKEY FASTRAK
- MAGNET VERAKEY
- MAGNET ARTIFACT IQ

Should you require any additional information regarding our company products and services, please do not hesitate to contact your sales representative directly or by email at sales@magnetforensics.com.

Sincerely,

DocuSigned by:
Adam Belsher
C25EF1230BA4477...

Adam Belsher
CEO
Magnet Forensics, LLC

DS
Reviewed by Legal
Jocelyn Ngo

Meeting Date: 9/3/2024 **Consent Agenda 49.**

SUBJECT
Consideration to award contract FY24-076 for the supply of Tack Coat Emulsified Asphalt Oil used for street paving projects to:

Anderson Columbia, Weslaco, Tx. as the Primary Vendor: $375,000.00 annually.
Ergon Asphalt & Emulsions, Inc. Jackson, Ms. as the Secondary Vendor: $100,000.00 annually.

The term of this contract shall be for a period of one year and may be extended for three, additional one year periods. All materials will be purchased on an as needed basis. Funding is available in General Fund-Public Works Department and construction project budgets.

PREVIOUS COUNCIL ACTION
None

BACKGROUND
The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract for the supply of Tack Coat Emulsified Asphalt Oil used in street paving, street construction, and general repair projects for all City departments. Two submitted Ergon Asphalt & Emulsions, Inc. Jackson, Ms. & Anderson Columbia, Weslaco, Tx. Ergon Asphalt & Emulsions was the lowest based on the unit cost per gallon but there is a special condition for F.O.B. plant for the purpose of low bid determination which a mileage rate of $1.00 Dollar per each mile from Public Works compound to the Vendor's plant is to be added to the unit price. Staff is recommending awarding the second lowest Anderson Columbia as the cost per gallon is less picking up material from that location. The term of this contract shall be for a period of one year and may be extended for three, additional one year periods.

Price Summary:

Vendor: Ergon Asphalt & Emulsions
Location/Miles: Corpus Christi, Tx./136
Rate $1.00/mile: $136
Unit Price/gal: $2.85
Environmental Fee/gal: $0.00150
Unit Price/gal w/mileage: $138.8515

Vendor: Anderson Columbia
Location/Miles: Laredo, Tx./4.1
Rate $1.00/mile: $4.10
Unit Price/gal: $5.00
Unit Price/gal w/mileage: $9.10

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this contract be approved

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Construction Project Budget
Account #:	101-2730-532-3014.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void

FY24-076 Addendum 1
Anderson Columbia Co., Inc.
Supplier Response

Event Information

Number: FY24-076 Addendum 1
Title: Asphalt Emulsion Tack Coat -Public Works
Type: Request For Bid
Issue Date: 5/23/2024
Deadline: 6/18/2024 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their bids electronically through the use of Cit-E-Bid or in person - hand delivery to City Secretary Office. Mailed Bids (i.e. USPS, FedEx, UPS), email, telegraphic, or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: John Orfila, Jr.
Address: Public Works Department

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: jorfila@ci.laredo.tx.us

Anderson Columbia Co., Inc. Information

Address: 2210 Vo-Tech Drive
P.O. Box 565
Weslaco, TX 78599
Phone: (956) 969-4614
Web Address: andersoncolumbia.com

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

Berry O'Bryan
Signature

mary.hernandez@andersoncolumbia.com
Email

Submitted at 6/18/2024 04:08:04 PM (CT)

Requested Attachments

Certified Laboratory Test Report — SS-1.pdf

Vendors must submit the Certified Laboratory Test Report (signed and sealed) as part of the bid. Shall be no older than one year.

Conflict of Interest Form — FORM CIQ FY24-076.pdf

Vendor needs to address if there is a conflict of interest or not. Form has to be submitted with your response.

Non-Collusive Affidavit Form — AFFIDAVIT FY24-076.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties — FORM 1295 FY24-076.pdf

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1	**Addendum # 1** To all Interested Vendors, please note the following modifications to the Bid: Event Details : Bid Information Close Date & Time 06/18/24 5:00:00 PM (CT) BID LINE ITEM 1 Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 18, 2024 and all submitted proposals received will be opened and publicly acknowledged at 11:00 A.M. on June 19, 2024. BID LINE ITEM 8: Item Attributes #1 Tack Coat For the Purpose of low bid determination, there will be an estimate 60 pickups and a $1.00 Dll. per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, Texas, 78041 to the vendor's plant. Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage:_____. **Formula: 60 (pickups) x $1.00 Dll. cents (per mile) x _____(mileage from vendor's plant to Public Works compound) = $_____ (to be added to the extended total price for low bid determination purposes only). ***Mileage is subject to verification by the City of Laredo. ☑ I acknowledge this Addendum #1

2	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code (Primary and Secondary vendors) ☑ Yes

3 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees

because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.
8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT
(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the

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

☑ I Agree to the Terms and Conditions

4	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

5	**Disqualification & Debarment Certification**

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

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

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

☑ I certify to the terms and conditions

6	**Contract Requirements**

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

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

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

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

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

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

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

☑ I have read and understand this section

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

8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Anderson Columbia Co Inc, Berry O' Bryan, 956-726-9819

9	**State how long under has the business been in its present business name** 36

10	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO

13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO

14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

15 **Conflict of Interest Disclosure**

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

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

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

Yes

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

Berry O' Bryan

21 **Question 2. Contract Information**

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

a) FY24-076 Addendum 1 (Asphalt Emulsion Tack Coat -Public Works) b) Purchasing Department

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

Berry O'Bryan, Anderson Columbia Co Inc

23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
24	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
26	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
28	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A
29	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
30	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. N/A
31	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

32	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. N/A
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
35	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Berry O' Bryan 2) Vice President 3) Anderson Columbia Co Inc 4) 6/18/24
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a Primary Vendor and/or vendors an annual contract for the supply of Asphalt Emulsion Tack Coat for Public Works and various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 18, 2024 and all submitted bids received will be opened and publicly acknowledged at 11:00 A.M. on June 19, 2024. The needs of the City shall govern the amount of materials requested by the City during contract period.
2	1.0 General Conditions 1.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. 1.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. 1.4 The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City. 1.5 Bids will be requested F.O.B vendor's plant. If material cannot be picked up within stated time, the City of Laredo reserves the right to approach an alternate source until primary supplier can supply materials. When using an alternate supplier, material will be purchased at competitive prices as approved by the City. The differences in cost, if any, may be charged against contracted supplier. 1.6 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less that quantities indicated.
3	2.0 General Requirements 2.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. 2.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information.
4	3.0 Material Specifications: 3.1 Refer to TxDOT Test Report Attachment A. 3.2 Temperature Adjustment: The successful bidder shall make adjustments and allowances to the volume of picked up material to compensate for a volume increase due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard US Gallons at 60 F. Bidders must state in their bid the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Laredo. 3.3 Distribution: City vehicles will be dispatched to load these emulsion on an as need basis. The City has one, 1000 gallon tank truck and nine, pot patching trucks with 150 gallon tanks. 3.4 Refinery Laboratory Certificate" must be submitted in duplicate with each pick up of material. 3.5 Special condition for F.O.B. plant pricing: For the purpose of low bid determination, a $0.67 cent per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

5	4.0 Award of Contract. Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Primary and or Secondary vendor or vendors will be awarded this contract. 4.1 Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
6	5.0 Term of Contract 5.1 The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3) one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. 5.2 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Public Works Department.
7	6.0 Price Adjustment. During the period of this contract, prices may increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the request adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us.
8	Asphalt Oil - Tack Coat picked up by City trucks Quantity: 50000 UOM: Gallons Price: $5.00 Total: $250,000.00

Item Attributes

1. Tack Coat

**Special Condition for F.O.B plant pricing For the Purpose of low bid determination, there will be an estimate 60 pickups and a $1.00 Dll per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, Texas, 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

**Formula: 60 (pickups) x $1.00 Dll (per mile) x _____(mileage from vendor's plant to Public Works compound) = $_____ (to be added to the extended total price for low bid determination purposes only).

***Mileage is subject to verification by the City of Laredo.

**Formula: 60 (pickups) x $1.00 Dll (per mile) x 4.1 (mileage from vendor's plant to Public Works compound) = $246.00 (to be added to the extended total price for low bid determination purposes only). Directions from ACCI 8016 Mines Rd, Ldo Tx 78045 to Public Works 5512 Thomas Ave Ldo Tx78041 Head Northeast towards Mines Rd, turn right onto Mines Rd, Use the right lane to merge onto Santa Maria Ave via the ramp to Del Mar Blvd., use the left lane to turn onto W Del Mar Blvd, turn right onto Springfield Ave, turn left onto Gale St, continue onto Thomas Ave, turn right, turn left to destination.

Response Total: $250,000.00

FY24-076 Addendum 1
Ergon Asphalt & Emulsions, Inc.
Supplier Response

Event Information

Number: FY24-076 Addendum 1
Title: Asphalt Emulsion Tack Coat -Public Works
Type: Request For Bid
Issue Date: 5/23/2024
Deadline: 6/18/2024 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their bids electronically through the use of Cit-E-Bid or in person - hand delivery to City Secretary Office. Mailed Bids (i.e. USPS, FedEx, UPS), email, telegraphic, or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: John Orfila, Jr.
Address: Public Works Department

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: jorfila@ci.laredo.tx.us

Ergon Asphalt & Emulsions, Inc. Information

Address: Post Office Box 1639
Jackson, MS 39215-1639
Phone: (601) 933-3000

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

Karen Sue Sellers
Signature

karen.sellers@ergon.com
Email

Submitted at 6/17/2024 10:40:35 AM (CT)

Requested Attachments

Certified Laboratory Test Report

CORPUS CHRISTI - SS-1 Certification - 04 01 24 to 06 30 24.pdf

Vendors must submit the Certified Laboratory Test Report (signed and sealed) as part of the bid. Shall be no older than one year.

Conflict of Interest Form

CITY OF LAREDO - FY24-076 ASPHALT EMULSION TACK COAT - FORM CIQ.pdf

Vendor needs to address if there is a conflict of interest or not. Form has to be submitted with your response.

Non-Collusive Affidavit Form

CITY OF LAREDO - FY24-076 ASPHALT EMULSION TACK COAT - NON-COLLUSIVE AFFIDAVIT.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties

No response

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1 **Addendum # 1**

To all Interested Vendors, please note the following modifications to the Bid:

Event Details :
Bid Information Close Date & Time 06/18/24 5:00:00 PM (CT)

BID LINE ITEM 1
Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 18, 2024 and all submitted proposals received will be opened and publicly acknowledged at 11:00 A.M. on June 19, 2024.

BID LINE ITEM 8: Item Attributes #1
Tack Coat
For the Purpose of low bid determination, there will be an estimate 60 pickups and a $1.00 Dll. per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, Texas, 78041 to the vendor's plant. Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage:_____. **Formula: 60 (pickups) x $1.00 Dll. cents (per mile) x _____(mileage from vendor's plant to Public Works compound) = $_____ (to be added to the extended total price for low bid determination purposes only). ***Mileage is subject to verification by the City of Laredo.

☑ I acknowledge this Addendum #1

2 **Award by Total**

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code (Primary and Secondary vendors)

☑ Yes

3 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material.

Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are

based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

4	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements

5	**Disqualification & Debarment Certification**

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

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

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

☑ I certify to the terms and conditions

6	**Contract Requirements**

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

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

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

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

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

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

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

☑ I have read and understand this section

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

8	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Ergon Asphalt & Emulsions, Inc. / Karen Sellers / (512) 469-9292

9	**State how long under has the business been in its present business name** 41 years

10	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

11	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

12	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No

13	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No

14	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

15 **Conflict of Interest Disclosure**

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

16 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

17 **Conflict of Interest Questionnaire**

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

Yes

18 **Disclosure Form**

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

19 **This is a**

New Submission

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

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

Karen S. Sellers

21 **Question 2. Contract Information**

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

Asphalt Emulsion Tack Coat - Public Works

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

Ergon Asphalt & Emulsions, Inc.

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

29 **Question 7. Disclosure of political contributions**

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

Not Applicable

30 **Question 7. Disclosure of political contributions**

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

No response

31 **Updates on contributions required**

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

32	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
33	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
34	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
35	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
36	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
37	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Karen Sellers, Account Specialist / Ergon Asphalt & Emulsions, Inc. / June 17, 2024
38	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a Primary Vendor and/or vendors an annual contract for the supply of Asphalt Emulsion Tack Coat for Public Works and various City of Laredo Departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on June 18, 2024 and all submitted bids received will be opened and publicly acknowledged at 11:00 A.M. on June 19, 2024. The needs of the City shall govern the amount of materials requested by the City during contract period.
2	1.0 General Conditions 1.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. 1.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. 1.4 The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City. 1.5 Bids will be requested F.O.B vendor's plant. If material cannot be picked up within stated time, the City of Laredo reserves the right to approach an alternate source until primary supplier can supply materials. When using an alternate supplier, material will be purchased at competitive prices as approved by the City. The differences in cost, if any, may be charged against contracted supplier. 1.6 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less that quantities indicated.
3	2.0 General Requirements 2.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. 2.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information.
4	3.0 Material Specifications: 3.1 Refer to TxDOT Test Report Attachment A. 3.2 Temperature Adjustment: The successful bidder shall make adjustments and allowances to the volume of picked up material to compensate for a volume increase due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard US Gallons at 60 F. Bidders must state in their bid the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Laredo. 3.3 Distribution: City vehicles will be dispatched to load these emulsion on an as need basis. The City has one, 1000 gallon tank truck and nine, pot patching trucks with 150 gallon tanks. 3.4 Refinery Laboratory Certificate" must be submitted in duplicate with each pick up of material. 3.5 Special condition for F.O.B. plant pricing: For the purpose of low bid determination, a $0.67 cent per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

5 4.0 Award of Contract. Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Primary and or Secondary vendor or vendors will be awarded this contract.
4.1 Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

6 5.0 Term of Contract
5.1 The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3) one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.
The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. 5.2 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Public Works Department.

7 6.0 Price Adjustment. During the period of this contract, prices may increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the request adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us.

8 Asphalt Oil - Tack Coat picked up by City trucks

Quantity: 50000 UOM: Gallons Price: $2.85 Total: $142,500.00

Supplier Notes: Ergon does not load material based on gallons; we bill by weight. Trucks are scaled before and after they load. By so doing, we avoid the temperature swelling factor of the material when billing. Your BOL will state the conversion from pounds to gallons. A Federal Environmental Fee will be added to price at a rate of $.00150/gal for emulsion loads.

Item Attributes

1. Tack Coat

**Special Condition for F.O.B plant pricing For the Purpose of low bid determination, there will be an estimate 60 pickups and a $1.00 Dll per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, Texas, 78041 to the vendor's plant.

Mileage from vendor's plant to the Public Works compound is _____ miles. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible. Provide the route used to calculate this mileage.

**Formula: 60 (pickups) x $1.00 Dll (per mile) x _____(mileage from vendor's plant to Public Works compound) = $_____ (to be added to the extended total price for low bid determination purposes only).

***Mileage is subject to verification by the City of Laredo.

Mileage is 136 miles from Corpus Christi plant (6746 Up River Road) to Laredo Public Works per Microsoft Maps. 60 x $1.00 (per mile) x 136 = $8,160.00

Response Total: $142,500.00

City Council

Meeting Date: 9/3/2024 **Consent Agenda 50.**

SUBJECT
Consideration to ratify contract FY22-085 to Anderson Columbia, Weslaco, Texas, for the purchase of asphalt cold HMCL type B for Public Works and various City departments. Due to a surge in price of the raw materials required to produce cold mix products price rate increased. The term of this contract shall be for a period of one year for a total annual amount not to exceed $750,000.00. This is the second of three one-year extension periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Funds and in the respective department's budgets.

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type B
New $91.00/per ton
Previous $86.70/per ton

PREVIOUS COUNCIL ACTION
Renewal approved on 08/05/24

BACKGROUND
Due to a surge in price of the raw materials required to produce cold mix products price rate increased.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended to approve motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Click or tap here to enter text.
Account #:	402-4310-533-2010
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an

annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 17, 2024

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo Tech Drive
Weslaco, Texas 78599

RE: Cold Laid Type B (HMCL)
Contract FY22-085 Ext. II

Dear Mr. Bryan,

This letter is a formal request by the City of Laredo to extend contract FY22-085 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price
Cold Laid Type B (HMCL)	~~$86.70~~ 91.00 / Ton B.O.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension , please feel free to call me at (956)794-1731.

Sincerely,

Jaime E. Zapata Morales
Purchasing Agent

Xc: Purchasing File

Anderson Columbia

Request a contract extension. X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Berry O'Bryan, Vice President

Date: 7/29/24

City Council

Meeting Date: 9/3/2024 **Consent Agenda 51.**

SUBJECT
Consideration to ratify contract FY22-075 with Vulcan Materials Company; San Antonio, Texas and Anderson Columbia; Weslaco, Texas for the purchase of asphalt cold laid type B & D plus & HMCL type D for Public Works and various City departments for an annual amount not to exceed $1,250,000.00. There is a price increase due to rising costs of construction materials. The term of this contract shall be for a period of one year. This is the second of three one year periods. Funding is available in the General Fund - Public Works Construction Budget and Capital Improvements Fund and in the respective department's budgets.

Vulcan Materials
LRA Type B Type 1 Grade. AA Plus
New $101.40/per ton
Previous $97.40/per ton
Annual amount $250,000.00

Vulcan Materials
Asphalt Cold Laid Type D Plus
New $103.40/per ton
Previous $99.40/per ton
Annual amount $250,000.00

Anderson Columbia
Hot-Mix Cold-Laid Asphalt (HMCL) Type D
New $95.00/per ton
Previous $85.00/per ton
Annual amount $750,000.00

Total: $1,250,000.00

PREVIOUS COUNCIL ACTION
Renewal approved on 08/05/24

BACKGROUND
There is a price increase due to rising costs of construction materials.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION

It is recommended to approve motion

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Click or tap here to enter text.
Account #:	101-2730-532-3014
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need the purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 17, 2024

Mr. Oscar Benavides
Vulcan Materials Company
P.O. Box 791550
San Antonio, Texas 78279-1550

RE: Asphalt Cold Laid Type B & D Plus
Contract FY22-075 Ext. II

Dear Mr. Oscar Benavides:

This letter is a formal request by the City of Laredo to extend contract FY22-075 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price	New price
LRA Type B Blackbase Type 1 Grade AA Plus	$97.40	$ 101.40
Asphalt Cold Laid LRA Premix Type D Plus	$99.40	$ 103.40

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

* increasing price by $4

Sincerely,

Jaime E. Zapata Morales
Purchasing Agent

Xc:Purchasing File

Vulcan

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Julia Farrar

Date: 7/26/24

City of Laredo
Purchasing Division
RENEWAL NOTICE

July 17, 2024

Mr. Berry Bryan
Anderson Columbia Co.
2210 N. Vo-Tech Drive
Weslaco, Texas 78599

RE: Cold Laid Type D (HMCL)
Contract FY22-075 Ext. II

Dear Mr. Bryan,

This letter is a formal request by the City of Laredo to extend contract FY22-075 for an additional one-year period. This is the second of three extension periods.

Price Summary:	Unit Price
Cold Laid Type D (HMCL)	~~$85.00~~ 95.00/TON B.O.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Anderson Columbia

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Berry O'Bryan, Vice President

Date: 7/29/24

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 52.**

SUBJECT
Consideration to authorize the purchase contract of trucks from Silsbee Ford, Silsbee, Texas for the Public Works department in the total amount of $122,780.50 through the TIPS USA Cooperative Purchasing Program's contract #210907 pricing. Funding is available in the 2016 and 2019 Certificate of Obligation Bonds.

PREVIOUS COUNCIL ACTION
Authorized participation in the TIPS Cooperative Purchasing Program.

BACKGROUND
The trucks will be replacements. These vehicles will be purchased from Silsbee Ford and Lake Country Chevrolet utilizing the TIPS Cooperative Purchasing Program contract pricing. The estimated delivery time is between ninety (90) and one hundred twenty (120) days after receipt of order.

1) One 2024 FORD F-250 EXT. CAB $61,890.25
2) One 2024 FORD F-250 EXT. CAB (SHORT BED) $60,890.25
Total: $ 122,780.50
TIPS Contract USA 210907 Automobiles

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	2016 and 2019 CO Bonds
Account #:	470 9810 535 9004, 473 3835 545 9004
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funding is available in the following line items:
473 3835 545 9004 & 470 9810 535 9004 with project number EN2402

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: STEPHANIE
Email:
Product Description: 2024 FORD F-250 EXT. CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: 8-15-24

A. **Bid Item:** _____ **A. Base Price:** $ 48,195.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		$ -		EXT. WHITE	
	6.7L V8 DIESEL	$ 9,995.00			
	TRAILER TOW	$ -		REAR CAMERA	
	BRAKE CONTROLLER				
	POWER LOCKS/WINDOWS	$ -		8 FT. BED	
	CRUISE CONTROL				
	10- SPD AUTO				
	40-20-40 VINYL SEATS				

Total of B. Published Options: $ 9,995.00

Published Option Discount (5%) $ (499.75)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
GOOSENECK HITCH	$ 1,000.00	APROX 2025 ADJUSTMENT	$ 2,500.00

Total of C. Unpublished Options: $ 3,500.00

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Contract Price Adjustment:** _____	$ -
G.	**Additional Delivery Charge:** 400 miles	$ 700.00
H.	**Subtotal:**	$ 61,890.25
I.	**Quantity Ordered** 1 x H =	$ 61,890.25
J.	**Trade in:** _____	$ -
K.		$ -
L.	**Total Purchase Price**	$ 61,890.25



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Contact: STEPHANIE
Email:
Product Description: 2024 FORD F-250 EXT. CAB

Prepared by: GLEN ANGELLE
Phone: 409-880-9191
Email: gangelle.cowboyfleet@gmail.com
Date: August 15, 2024

A. **Bid Item:** _____ **A. Base Price:** $ 48,195.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		$ -		EXT. WHITE	
	6.7L V8 DIESEL	$ 9,995.00			
	TRAILER TOW	$ -		REAR CAMERA	
	BRAKE CONTROLLER			SHORTBED	
	POWER LOCKS/WINDOWS	$ -			
	CRUISE CONTROL				
	10- SPD AUTO				
	40-20-40 VINYL SEATS				

Total of B. Published Options: $ 9,995.00

Published Option Discount (5%) $ (499.75)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
		APROX 2025 ADJUSTMENT	$ 2,500.00

Total of C. Unpublished Options: $ 2,500.00

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Contract Price Adjustment:** _____	$ -
G.	**Additional Delivery Charge:** 400 miles	$ 700.00
H.	**Subtotal:**	$ 60,890.25
I.	**Quantity Ordered** 1 x H =	$ 60,890.25
J.	**Trade in:** _____	$ -
K.		$ -
L.	**Total Purchase Price**	$ 60,890.25

Printed 15 August 2024

silsbeefleet.com

Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	1211 US HIGHWAY 96 N.	NAME	Charlie Martin
CITY	SILSBEE	PHONE	(866) 839-8477
STATE	TEXAS	FAX	(866) 839-8472
ZIP	77656	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

SILSBEE FLEET (SILSBEE TOYOTA)

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210907	Automobiles	11/30/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210907

SETH GAMBLIN	FLEET SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.
SETH GAMBLIN	FLEET SALES	(512) 436-1313	SGAMBLIN.SILSBEEFLEET@GMAIL.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 53.**

SUBJECT
Consideration to authorize the purchase contract of heavy equipment from John Deere, Cary, NC. for the Public Works department in the total amount of $73,421.04 through the Sourcewell Cooperative Purchasing Program's contract # 031121-DAC pricing. Funding available in the 2016 Certificate of Obligation Bond.

1) Four 2024 JOHN DEERE Z994R DIESEL in the total amount $73,421.04.

PREVIOUS COUNCIL ACTION
Authorized participation in the Sourcewell Cooperative Purchasing Program.

BACKGROUND
These will be replacements for the ones that were disposed of. These equipment will be purchased John Deere, Cary, NC. utilizing the Sourcewell Cooperative Purchasing Program's contract pricing.

Description	Qty	Unit Cost	Ext. Total
2024 JOHN DEERE Z994R DIESEL	4	$18,355.26	$73,421.04

Sourcewell Grounds Maintenance 031121-DAC

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this purchase contract be approved.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	2016 CO Bond
Account #:	470 9810 535 9004
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding is available in the following line items:
470 9810 535 9004 with project #EN2402.

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Carrizales Paul

Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061

Tel: 830-334-3634
Fax: 830-334-4537
Email: pcarrizales@tellusequip.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 31466770

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

Prepared For:

CITY OF LAREDO PUBLIC WORKS CITY OF LAREDO-FLEET

Proposal For:

Delivering Dealer:
Carrizales Paul

Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061

OnlineSales@tellusequip.com

Quote Prepared By:
Carrizales Paul
pcarrizales@tellusequip.com

Date: 08 August 2024

Offer Expires: 30 September 2024

Confidential

JOHN DEERE

TELLUS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

Quote Summary

Prepared For:
CITY OF LAREDO PUBLIC WORKS CITY OF LAREDO-FLEET
5512 THOMAS AVE
LAREDO, TX 78041
Business: 956-795-2500
SMARTINEZ5@CI.LAREDO.TX.US

Delivering Dealer:
Tellus Equipment Solutions
Carrizales Paul
750 South Ih 35
Pearsall, TX 78061
Phone: 830-334-3634
pcarrizales@tellusequip.com

USED EQUIPMENT SOLD AS IS WHERE IS. NO WARRANTY IS WRITTEN OR IMPLIED UNLESS REMAINING FACTORY WARRANTY IS TRANSFERABLE.
CONSULT YOUR SALES TEAM FOR DETAILS.

Quote ID: 31466770
Created On: 08 August 2024
Last Modified On: 08 August 2024
Expiration Date: 30 September 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDCPR070053 **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:**	$ 23,838.00	$ 18,355.26	X	1	=	$ 18,355.26
2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDPPR070100 **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:**	$ 23,838.00	$ 18,355.26	X	1	=	$ 18,355.26
JOHN DEERE Z994R Diesel Commercial ZTrak **Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) **Price Effective Date:** August 7, 2024	$ 23,838.00	$ 18,355.26	X	2	=	$ 36,710.52
Equipment Total						**$ 73,421.04**

Quote Summary

Equipment Total	$ 73,421.04

Salesperson : X _____ **Accepted By : X** _____

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

Trade In	
SubTotal	**$ 73,421.04**
Est. Service Agreement Tax	$ 0.00
Total	$ 73,421.04
Balance Due	**$ 73,421.04**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 31466770 **Customer Name:** CITY OF LAREDO PUBLIC WORKS CITY OF LAREDO-FLEET

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDCPR070053

Equipment Notes: 1629 LB 2023 7/26/24 HOLD FOR TRANSFER WDS - CANCELLED

Suggested List *
$ 23,838.00

Hours: 0

Selling Price *
$ 18,355.26

Stock Number: 62005506

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	2024 JOHN DEERE Z994R DSL MIDTRAK DOM MOWER	1	$ 21,839.00	23.00	$ 5,022.97	$ 16,816.03	$ 16,816.03
	Standard Options - Per Unit						
001A	COUNTRY CODES - US/ CANADA	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1041	72"DK TWEEL TIRE	1	$ 1,249.00	23.00	$ 287.27	$ 961.73	$ 961.73
1506	72" DECK	1	$ 750.00	23.00	$ 172.50	$ 577.50	$ 577.50
2093	SUSP SEAT	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,999.00**		**$ 459.77**	**$ 1,539.23**	**$ 1,539.23**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 23,838.00**		**$ 5,482.74**	**$ 18,355.26**	**$ 18,355.26**

Original Factory Build Codes

Code	Description
001A	COUNTRY CODES - US/ CANADA
1041	72"DK TWEEL TIRE
1506	72" DECK
2093	SUSP SEAT

2024 JOHN DEERE Z994R Diesel Commercial ZTrak - 1TC994RDPPR070100

Confidential

Selling Equipment

Quote Id: 31466770 **Customer Name:** CITY OF LAREDO PUBLIC WORKS CITY OF LAREDO-FLEET

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

Equipment Notes: 1629 LB 2023 7/26/24 HOLD FOR TRANSFER - CANCELLED

Suggested List *
$ 23,838.00

Hours: 0

Selling Price *
$ 18,355.26

Stock Number: 73006355

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	2024 JOHN DEERE Z994R DSL MIDTRAK DOM MOWER	1	$ 21,839.00	23.00	$ 5,022.97	$ 16,816.03	$ 16,816.03
	Standard Options - Per Unit						
001A	COUNTRY CODES - US/ CANADA	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1041	72"DK TWEEL TIRE	1	$ 1,249.00	23.00	$ 287.27	$ 961.73	$ 961.73
1506	72" DECK	1	$ 750.00	23.00	$ 172.50	$ 577.50	$ 577.50
2093	SUSP SEAT	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,999.00**		**$ 459.77**	**$ 1,539.23**	**$ 1,539.23**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 23,838.00**		**$ 5,482.74**	**$ 18,355.26**	**$ 18,355.26**

Original Factory Build Codes

Code	Description
001A	COUNTRY CODES - US/ CANADA
1041	72"DK TWEEL TIRE
1506	72" DECK
2093	SUSP SEAT

JOHN DEERE Z994R Diesel Commercial ZTrak

Confidential

Selling Equipment

Quote Id: 31466770 **Customer Name:** CITY OF LAREDO PUBLIC WORKS CITY OF LAREDO-FLEET

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
750 South Ih 35
Pearsall, TX 78061
830-334-3634
OnlineSales@tellusequip.com

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: August 7, 2024

Suggested List *
$ 23,838.00
Selling Price *
$ 18,355.26

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	2	$ 21,839.00	23.00	$ 5,022.97	$ 16,816.03	$ 33,632.06
	Standard Options - Per Unit						
001A	United States and Canada	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	2	$ 1,249.00	23.00	$ 287.27	$ 961.73	$ 1,923.46
1506	72 In. 7 IRON PRO™ Side Discharge Mower Deck	2	$ 750.00	23.00	$ 172.50	$ 577.50	$ 1,155.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,999.00**		**$ 459.77**	**$ 1,539.23**	**$ 3,078.46**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 23,838.00**		**$ 5,482.74**	**$ 18,355.26**	**$ 36,710.52**

Confidential

Deere and Company

Grounds maintenance equipment

#031121-DAC

Maturity Date: 4/30/2025

Website: deere.com/state-and-local-purchasing

Products & Services

Products & Services

Sourcewell contract 031121-DAC gives access to the following types of goods and services:

- Lawn & garden tractors
- Lawn & garden attachments
- Professional zero-turn mowers
- Commercial walk-behind mowers
- Commercial front- & wide-area mowers
- Utility vehicles (UTV)
- Compact utility tractors & loaders
- Rotary cutters
- Golf & turf equipment
- Frontier equipment

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernmental website at:

deere.com/state-and-local-purchasing

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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Supplier Resources →

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City Council

Meeting Date: 9/3/2024 **Consent Agenda 54.**

SUBJECT
Motion to approve a property tax refund in the amount of $920.18 due to an erroneous payment as required by Section 31.11(a) of the Texas Property Tax Code. The refund will be issued to Corelogic Recovery from parcel number 969-10001-045.

PREVIOUS COUNCIL ACTION
City Council has previously approved requests for refunds over $500.00 due to overpayments or erroneous payments as required by Section 31.11(a) of the Texas Property Tax Code.

BACKGROUND
As per section 31.11 (a) of the Texas Property Tax Code, "If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds." However, if the amount of refund exceeds $500.00, the collector may not make the refund unless the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund.

COMMITTEE RECOMMENDATION
Not Applicable.

STAFF RECOMMENDATION
Approval of Motion.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
The City of Laredo will refund a total amount of $920.18 and paid from account #101-0000-222-03-00, Unapplied Payments (Tax).

Tax Assessor - Collector
P.O. Box 6548 1102 Bob Bullock Loop 20
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	Ramirez Justo Eduardo
Present mailing adddress	1219 Victoria St, Ste 1
City, town or post office/state/zip code:	Laredo, TX 78040
Refund payable to:(if different from above)	
Name:	Corelogic Recovery
Present mailing adddress	P O Box 9205
City, town or post office/state/zip code:	Coppell, TX 75019

Property legal description:	Unit 5-A Shiloh Heights Condos
Address or location of property:	8801 McPherson Rd
Parcel number:	969-10001-045 ID# 571242

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2023	12/18/2023	920.18	920.18
		Total Refund	$ 920.18

Taxpayer's reason for refund (attach supporting documentation):
As per taxpayer- Corelogic's written request for refund. Corelogic states that the payment in the amount of $920.18 for this account was paid in error and looking to recover these funds. The account Corelogic should have paid is acct# 969-10001-061 and was paid in full by Coreologic on 4/26/2024.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

As per taxpayer's -Corelogic's written request; see attached email.
Signature

8/15/2024
Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: Cynthia Narvaez
Cynthia Narvaez

8/15/24
Date

This tax refund is _____ Approved _____ Disapproved

Dora Maldonado-Tax Assessor-Collector

8/15/24
Date

Corelogic Payment Detail 2023 - Notepad

File Edit Format View Help

PAGE TOTALS ITEMS= 9 9,719.48

1TXPA02Q2-005 JOB-45025 CORELOGIC TAX SERVICES PAGE: 153
/AGENCY/CUSTOMER/FA-TAXID TAX PAYMENT REPORT RUN DATE: 12/14/23
RUN TIME: 12.53.42

AGENCY..: 422402228 LAREDO CITY, PO BOX 6548, LAREDO TX78042 (956)727-6403 INSTALLMENT: 1
CUSTOMER: 0012322 NATIONSTAR MTG LLC DBA MR. COOPER TPA:

TAX IDENTIFICATION / OWNER NAME / SITUS ADDRESS	BILL NUMBER		CONTRACT SUF SUF	LOAN NUMBER
96900006270			76029898 001 002	
ARREDONDO GERARDO	INST-1	1,125.33		
8921 TUCSON LN, LAREDO TX 78045			AMOUNT PAID=	1125.33
96900007090			17648337 001 002	
COSTILLA J OMAR	INST-1	957.81		
1419 LONGHORN DRIVE, LAREDO TX 78045			AMOUNT PAID=	957.81
96900007100			44539639 001 002	
ALYCE N MCCAIN	INST-1	1,055.55		
1421 LONGHORN DR, LAREDO TX 780450000			AMOUNT PAID=	1055.55
96910001045			53091162 001 002	
VILLARREAL NORMA	INST-1	920.18		
8801 MCPHERSON RD UNIT 5, LAREDO TX 780450000			AMOUNT PAID=	920.18

As per Corelogic –
Meant to pay # 969-10001-061

TAX RECEIPT

City of Laredo
Tax Assessor-Collector
P.O. Box 6548 * 1102 Bob Bullock Loop
Laredo TX 78042
956-727-6403

Paid by: CORELOGIC
3001 HACKBERRY ROAD
IRVING TX 75063

Receipt#: 210655
Batch: CNARVAEZ 12/18/2023 98
Date paid: 12/15/2023

Account ID: 571242 Parcel number 969-10001-045- -
8801 MCPHERSON RD PROPERTY TAX ROLL
Owner: RAMIREZ JUSTO EDUARDO UNIT 5-A SHILOH HEIGHTS CONDOS

Year	Value	Rate	Base	Pen & Int	Atty fee	Total paid
2023 1 CITY TAX	172336.00	0.53394	920.18			920.18

Printed: 8/15/24 14:12:29

Receipt total: 920.18

Tender: CHECK 920.18

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 55.**

SUBJECT
Consideration to award a ten month supply contract with BuyBoard vendor Xylem Dewatering Solutions, Inc. from Carrolton, Texas in an amount of $300,000.00. This contract is subject to future appropriations and allows for the purchase of replacement submersible water, sewer, and drainage pumps, parts, and service for the Wastewater Treatment Plants and lift stations for the Utilities Department. All pumps, parts, and services will be secured on an as needed basis. Funding is available in the Sewer System Fund.

PREVIOUS COUNCIL ACTION
Authorized participation in the BuyBoard Cooperative Contract Purchasing Program.

BACKGROUND
The City of Laredo Utilities Department Wastewater Treatment Plants have used these vendor's parts and services for several years and have had no issues with either their products and/or services. Staff is requesting approval of a ten-month contract with Xylem Water Solutions on an as needed basis for the replacement of deteriorated pumps and parts and related appurtenances at the Wastewater Treatment plants and lift stations. Xylem Dewatering Solutions, Inc. provides submersible pumps (0.25HP-1250HP), mixers (1.2HP-40HP), parts, service, rental, and control. The loss of existing pumps could result in permit violations and would lead to state (TCEQ) fines and penalties. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Vendor: Xylem Dewatering Solutions, Inc.
BuyBoard Contract: 672-22
Expiration: June 30, 2025
Products: Water & Wastewater Pumps and Motors

The BuyBoard contract is attached for review.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Sewer System Fund.

Account #: Refer to Financial Impact
Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the following fiscal year, this contract becomes null and void.

Funding is available in the following accounts:
559-4220-533-2030
559-4210-533-2037
559-4220-533-2037
559-4210-533-2030

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 18, 2024

Sent via email to: nationalaccountsales@xylem.com

Robin Helmandollar
Xylem Dewatering Solutions, Inc.
84 Floodgate Road
Bridgeport, NJ 08014

Re: Water and Wastewater Pumps and Motors
BuyBoard Contract 672-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water and Wastewater Pumps and Motors, Contract 672-22, for which the current term is set to expire June 30, 2024. At this time, the BuyBoard is renewing your contract through June 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 672-22 for Water and Wastewater Pumps and Motors must be received on or before 4:00 PM January 20, 2022,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 672-22
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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission
The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be submitted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 672-22 – Water and Wastewater Pumps and Motors

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Water and Wastewater Pumps and Motors that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from July 1, 2022 through June 30, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $12,934,531; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services including, but not limited to, any and all applicable requirements of the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) as applicable.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Water and Wastewater Pumps and Motors

Proposal Invitation Number: 672-22

Contract Term: July 1, 2022, through June 30, 2023, with two possible one-year renewals.

Proposal Due Date/Opening Date and Time:
January 20, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Anticipated Cooperative Board Meeting Date:
April 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No **Initial:** _____

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(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). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) 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; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** _____

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

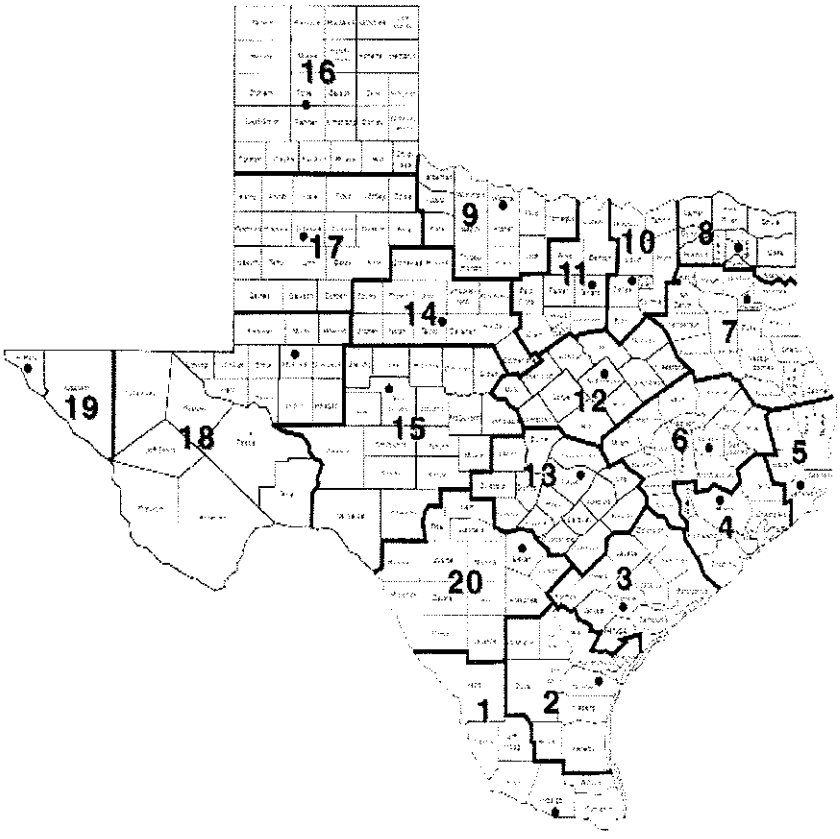
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Wholesale Product Line.**
2. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Engineered Product Line** (For this line-item vendor shall propose base model engineered water pumps. Engineered product options, see line #3 below, will be selected by the Cooperative member at the time of order).
3. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Optional Equipment and Parts for Engineered Product Line** (Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.)
4. Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Utility Services Sewer Lift Station.**
5. Discount (%) off catalog/pricelist for **Parts for Water and Wastewater Pumps and Motors.**
6. Discount (%) off catalog/pricelist for **Package Residential and Commercial Waste Grinder Station.**
7. Discount (%) off catalog/pricelist for **All Other Water and Wastewater Pumps and Motor Related Products.**

Section II: Compliance Services - Water and Wastewater System Operators

8. Discount (%) off catalog/pricelist for **Compliance Services for Water and Wastewater System Operators** - (evaluation and testing for compliance of water and wastewater, development/review of emergency response plans, training/continuing education for risk management plan compliance, development/review of client process plans for regulatory compliance with the Environmental Protection Agency (EPA) or other regulatory agency audit requirements and related services).

Section III: Installation and Repair Service

9. **Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps, Motors, and Related Items** -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order thereunder), either:
(A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
(B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters
Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures
Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement
Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General
A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria
The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause
It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments
Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items
Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions
Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs
If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes
If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the

performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,

hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices
To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee
Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor

shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;

10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should not be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

Products must be unique. Duplicate products will not be accepted. *To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

672-22

Water and Wastewater Pumps and Motors

Issue Date: 11/10/2021
Response Deadline: 1/20/2022 04:00 PM (CT)

Event Information

Number:	672-22
Title:	Water and Wastewater Pumps and Motors
Type:	Request for Proposal
Issue Date:	11/10/2021
Response Deadline:	1/20/2022 04:00 PM (CT)
Notes:	

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 672-22

Water and Wastewater Pumps and Motors

Proposal Due Date and Time: January 20, 2022, at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system.**

1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button
  shown below to view and download the forms for this proposal.

2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown
  below to submit your proposal online.
- For additional assistance click this link ▌View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal."
Click Register now as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor's responsibility to obtain the information.

Requested Attachments

BuyBoard Proposal Invitation No. 672-22 Water and Wastewater Pumps and Motors

(Attachment required)

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

(Attachment required)

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

(Attachment required)

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

(Attachment required)

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number _____ _____ _____ *(Required: Maximum 20 characters allowed)*
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

☐ Yes ☐ No

(Required: Check only one)

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

☐ Yes ☐ No

(Required: Check only one)

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ Minority Owned Business

(Optional: Check if applicable)

7 Women Owned Business

Women Owned Business

☐ Women Owned Business

(Optional: Check if applicable)

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ Service-Disabled Veteran Owned Business

(Optional: Check if applicable)

9 **Certification Number**

Certification Number

(Optional: Maximum 100 characters allowed)

10 **Name of Certifying Agency**

Certifying Agency

(Optional: Maximum 100 characters allowed)

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ Non-HUB

(Optional: Check if applicable)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

(Required: Maximum 100 characters allowed)

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

(Required: Maximum 100 characters allowed)

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

(Required: Maximum 100 characters allowed)

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

(Required: Maximum 100 characters allowed)

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

(Required: Maximum 30 characters allowed)

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

(Required: Maximum 30 characters allowed)

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

(Required: Maximum 30 characters allowed)

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

(Optional: Maximum 30 characters allowed)

21 **Company Website**

Company Website (www.XXXXX.com)

(Required: Maximum 100 characters allowed)

22 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

☐ Yes ☐ No

(Required: Check only one)

23 Purchase Order E-mail Address

Purchase Order E-mail Address

(Required: Maximum 100 characters allowed)

24 Purchase Order Contact Name

Purchase Order Contact Name

(Required: Maximum 100 characters allowed)

25 Purchase Order Contact Phone Number

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

(Required: Maximum 30 characters allowed)

26 Purchase Order Contact Extension Number

Purchase Order Contact Extension Number

(Optional: Maximum 30 characters allowed)

27 Alternate Purchase Order E-mail Address

Alternate Purchase Order E-mail Address

(Optional: Maximum 100 characters allowed)

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

(Optional: Maximum 100 characters allowed)

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

(Optional: Maximum 30 characters allowed)

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

(Optional: Maximum 30 characters allowed)

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

☐ Yes ☐ No

(Required: Check only one)

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

(Required: Maximum 100 characters allowed)

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

(Required: Maximum 100 characters allowed)

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

(Required: Maximum 30 characters allowed)

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

(Optional: Maximum 30 characters allowed)

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

(Optional: Maximum 100 characters allowed)

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

(Optional: Maximum 100 characters allowed)

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

(Optional: Maximum 30 characters allowed)

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

(Optional: Maximum 30 characters allowed)

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

☐ Service fee invoices and notices direct to company ☐ Billing Agent Authorization

(Required: Check only one)

43 **Invoice Company Name**

Invoice Company Name

(Required: Maximum 100 characters allowed)

44 **Invoice Company Department Name**

Invoice Company Department Name

(Required: Maximum 100 characters allowed)

45 **Invoice Contact Name**

Invoice Contact Name

(Required: Maximum 100 characters allowed)

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

(Required: Maximum 100 characters allowed)

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

(Required: Maximum 30 characters allowed)

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

(Required: Maximum 30 characters allowed)

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

(Required: Maximum 30 characters allowed)

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

(Required: Maximum 30 characters allowed)

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

(Optional: Maximum 30 characters allowed)

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

(Optional: Maximum 30 characters allowed)

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

(Required: Maximum 100 characters allowed)

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

(Optional: Maximum 100 characters allowed)

55 **Billing Agent Company Name**

Billing Agent Company Name

(Optional: Maximum 100 characters allowed)

56 **Billing Agent Department Name**

Billing Agent Department Name

(Optional: Maximum 100 characters allowed)

57 **Billing Agent Contact Name**

Billing Agent Contact Name

(Optional: Maximum 100 characters allowed)

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

(Optional: Maximum 100 characters allowed)

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

(Optional: Maximum 30 characters allowed)

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

(Optional: Maximum 30 characters allowed)

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

(Optional: Maximum 30 characters allowed)

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

(Optional: Maximum 30 characters allowed)

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

(Optional: Maximum 30 characters allowed)

64 **Billing Agent Fax Number**

Billing Agent Fax Number

(Optional: Maximum 30 characters allowed)

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

(Optional: Maximum 100 characters allowed)

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

(Optional: Maximum 100 characters allowed)

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other

(Required: Check only one)

68 Payment Terms

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

(Required: Maximum 100 characters allowed)

69 Vendor's Internal/Assigned Reference/Quote Number

Vendor's Internal/Assigned Reference/Quote Number

(Optional: Maximum 100 characters allowed)

70 State or Attach Return Policy

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

(Optional: Maximum 150 characters allowed)

71 Electronic Payments

Are electronic payments acceptable to your company?

☐ Yes ☐ No

(Required: Check only one)

72 Credit Card Payments

Are credit card payments acceptable to your company?

☐ Yes ☐ No

(Required: Check only one)

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

_____

_____

_____

(Required: Maximum 30 characters allowed)

75 **Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

☐ Please Select ☐ I will serve all Regions of Texas ☐ I will not serve all Regions of Texas

☐ I will not serve any members in Texas

(Required: Check only one)

76 **Region 1**

Region 1 - Edinburg

☐ Region 1

(Optional: Check if applicable)

77 **Region 2**

Region 2 - Corpus Christi

☐ Region 2

(Optional: Check if applicable)

78 **Region 3**

Region 3 - Victoria

☐ Region 3

(Optional: Check if applicable)

79 **Region 4**

Region 4 - Houston

☐ Region 4

(Optional: Check if applicable)

80 **Region 5**

Region 5 - Beaumont

☐ Region 5

(Optional: Check if applicable)

81	**Region 6** Region 6 - Huntsville ☐ Region 6 *(Optional: Check if applicable)*
82	**Region 7** Region 7 - Kilgore ☐ Region 7 *(Optional: Check if applicable)*
83	**Region 8** Region 8 - Mount Pleasant ☐ Region 8 *(Optional: Check if applicable)*
84	**Region 9** Region 9 - Wichita Falls ☐ Region 9 *(Optional: Check if applicable)*
85	**Region 10** Region 10 - Richardson ☐ Region 10 *(Optional: Check if applicable)*
86	**Region 11** Region 11 - Fort Worth ☐ Region 11 *(Optional: Check if applicable)*
87	**Region 12** Region 12 - Waco ☐ Region 12 *(Optional: Check if applicable)*
88	**Region 13** Region 13 - Austin ☐ Region 13 *(Optional: Check if applicable)*
89	**Region 14** Region 14 - Abilene ☐ Region 14 *(Optional: Check if applicable)*
90	**Region 15** Region 15 - San Angelo ☐ Region 15 *(Optional: Check if applicable)*

91	**Region 16** Region 16 - Amarillo ☐ Region 16 *(Optional: Check if applicable)*
92	**Region 17** Region 17 - Lubbock ☐ Region 17 *(Optional: Check if applicable)*
93	**Region 18** Region 18 - Midland ☐ Region 18 *(Optional: Check if applicable)*
94	**Region 19** Region 19 - El Paso ☐ Region 19 *(Optional: Check if applicable)*
95	**Region 20** Region 20 - San Antonio ☐ Region 20 *(Optional: Check if applicable)*
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name _____ _____ _____ *(Required: Maximum 30 characters allowed)*

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

☐ Please Select ☐ I will serve all states in the United States

☐ I will not serve all states in the United States

(Required: Check only one)

99 **Alabama**

Alabama

☐ Alabama

(Optional: Check if applicable)

100 **Alaska**

Alaska

☐ Alaska

(Optional: Check if applicable)

101 **Arizona**

Arizona

☐ Arizona

(Optional: Check if applicable)

102 **Arkansas**

Arkansas

☐ Arkansas

(Optional: Check if applicable)

103 **California**

California (Public Contract Code 20118 & 20652)

☐ California

(Optional: Check if applicable)

104 **Colorado**

Colorado

☐ Colorado

(Optional: Check if applicable)

105 **Connecticut**

Connecticut

☐ Connecticut

(Optional: Check if applicable)

106 **Delaware**

Delaware

☐ Delaware

(Optional: Check if applicable)

107 **District of Columbia**

District of Columbia

☐ District of Columbia

(Optional: Check if applicable)

108 **Florida**

Florida

☐ Florida

(Optional: Check if applicable)

109 **Georgia**

Georgia

☐ Georgia

(Optional: Check if applicable)

110 **Hawaii**

Hawaii

☐ Hawaii

(Optional: Check if applicable)

111 **Idaho**

Idaho

☐ Idaho

(Optional: Check if applicable)

112 **Illinois**

Illinois

☐ Illinois

(Optional: Check if applicable)

113 **Indiana**

Indiana

☐ Indiana

(Optional: Check if applicable)

114 **Iowa**

Iowa

☐ Iowa

(Optional: Check if applicable)

115 **Kansas**

Kansas

☐ Kansas

(Optional: Check if applicable)

116 **Kentucky**

Kentucky

☐ Kentucky

(Optional: Check if applicable)

117 **Louisiana**

Louisiana

☐ Louisiana

(Optional: Check if applicable)

118 **Maine**

Maine

☐ Maine

(Optional: Check if applicable)

119 **Maryland**

Maryland

☐ Maryland

(Optional: Check if applicable)

120 **Massachusetts**

Massachusetts

☐ Massachusetts

(Optional: Check if applicable)

121 **Michigan**

Michigan

☐ Michigan

(Optional: Check if applicable)

122 **Minnesota**

Minnesota

☐ Minnesota

(Optional: Check if applicable)

123 **Mississippi**

Mississippi

☐ Mississippi

(Optional: Check if applicable)

124 **Missouri**

Missouri

☐ Missouri

(Optional: Check if applicable)

125 **Montana**

Montana

☐ Montana

(Optional: Check if applicable)

126 **Nebraska**

Nebraska

☐ Nebraska

(Optional: Check if applicable)

127 **Nevada**

Nevada

☐ Nevada

(Optional: Check if applicable)

128 **New Hampshire**

New Hampshire

☐ New Hampshire

(Optional: Check if applicable)

129 **New Jersey**

New Jersey

☐ New Jersey

(Optional: Check if applicable)

130 **New Mexico**

New Mexico

☐ New Mexico

(Optional: Check if applicable)

131 **New York**

New York

☐ New York

(Optional: Check if applicable)

132 **North Carolina**

North Carolina

☐ North Carolina

(Optional: Check if applicable)

133 **North Dakota**

North Dakota

☐ North Dakota

(Optional: Check if applicable)

134 **Ohio**

Ohio

☐ Ohio

(Optional: Check if applicable)

135 **Oklahoma**

Oklahoma

☐ Oklahoma

(Optional: Check if applicable)

136 **Oregon**

Oregon

☐ Oregon

(Optional: Check if applicable)

137 **Pennsylvania**

Pennsylvania

☐ Pennsylvania

(Optional: Check if applicable)

138 **Rhode Island**

Rhode Island

☐ Rhode Island

(Optional: Check if applicable)

139 **South Carolina**

South Carolina

☐ South Carolina

(Optional: Check if applicable)

140 **South Dakota**

South Dakota

☐ South Dakota

(Optional: Check if applicable)

141 **Tennessee**

Tennessee

☐ Tennessee

(Optional: Check if applicable)

142 **Texas**

Texas

☐ Texas

(Optional: Check if applicable)

143 **Utah**

Utah

☐ Utah

(Optional: Check if applicable)

144 **Vermont**

Vermont

☐ Vermont

(Optional: Check if applicable)

145 **Virginia**

Virginia

☐ Virginia

(Optional: Check if applicable)

146 **Washington**

Washington

☐ Washington

(Optional: Check if applicable)

147 **West Virginia**

West Virginia

☐ West Virginia

(Optional: Check if applicable)

148	**Wisconsin** Wisconsin ☐ Wisconsin *(Optional: Check if applicable)*

149	**Wyoming** Wyoming ☐ Wyoming *(Optional: Check if applicable)*

Bid Lines

1 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Wholesale Product Line.** Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

2 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Engineered Product Line** (For this line-item vendor shall propose base model engineered water pumps. Engineered product options, see line #3 below, will be selected by the Cooperative member at the time of order). Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

3 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Optional Equipment and Parts for Engineered Product Line** (Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.) Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

4 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Water and Wastewater Pumps - Utility Services Sewer Lift Station.** Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

5 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Parts for Water and Wastewater Pumps and Motors.** Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

6 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Package Residential and Commercial Waste Grinder Station.** Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

7 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Other Water and Wastewater Pumps and Motor Related Products.** Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

8 **Section II: Compliance Services - Water and Wastewater System Operators** - Discount (%) off catalog/pricelist for **Compliance Services for Water and Wastewater System Operators -** (evaluation and testing for compliance of water and wastewater, development/review of emergency response plans, training/continuing education for risk management plan compliance, development/review of client process plans for regulatory compliance with the Environmental Protection Agency (EPA) or other regulatory agency audit requirements and related services). Catalog/Pricelist MUST be included or proposal will not be considered.
(Response required)

Total: ____ %

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

(Required: Maximum 30 characters allowed)

9	**Section II: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps, Motors, and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products. *(Response required)* Quantity: 1 UOM: Hourly Labor Rate Price: $ Total: $ ☐ No bid ☐ Alternate specification *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

AFFP
Proposal Number Proposal Name

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Heather Contreras, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 22, 2021, July 29, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Heather Contreras

Legal Clerk

Subscribed to and sworn to me this 29th day of July 2021.

Kimberly Dawn Megrew

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16103166

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025
663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025
664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025
665-22 Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 10/21/2021 4:00 PM 4/1/2022 3/31/2025
667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025
668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025
669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025
670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025
671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025
672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025
673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025
674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

*Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Legal Notices

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Austin American-Statesman
statesman.com

PROOF OF PUBLICATION
STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 07/21/2021, last date of publication 07/28/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
Paid:	$0.00
Balance Due:	$1,109.92

Signed _____ James Mickler _____
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 29th day of July, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____
(Notary)

Please see Ad on following page(s).

Austin American Statesman

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000650965
Ad Cost:	$1,109.92
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NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

7/21, 7/28/21
0000650965-01

Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **July 28, 2021**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton.** The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

07/21/2021, 07/28/2021

Subscribed and sworn to before me on July 28, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HOBA
Notary Public
State of Wisconsin

Publication Cost: $836.48
Ad No: 0004828213
Customer No: 1244504
PO #:
# of Affidavits 1

This is not an invoice

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672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025
673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025
674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34134729	SAE Express-News	07/21/21
			SAE Express-News	07/28/21

REQUEST FOR BIDS

Proposal Number Proposal Name Proposal Deadline Quarterly Board Meeting Contract Effective Date Contract Expiration Date

662-22 Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems 9/16/2021 4:00 PM 4/1/2022 3/31/2025

663-22 Assistive Technology Products and Related Services 9/30/2021 4:00 PM 4/1/2022 3/31/2025

664-22 Graduation Products, Photography Services, and Award Jackets* 10/14/2021 4:00 PM 4/1/2022 3/31/2025

665-22 Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 10/21/2021 4:00 PM 4/1/2022 3/31/2025

667-22 Furniture for School, Office, Science, Library and Dormitory 10/28/2021 4:00 PM 4/1/2022 3/31/2025

668-22 Security Officer (Contracted) Services and Solutions 11/4/2021 4:00 PM 4/1/2022 3/31/2025

669-22 Correctional and Detention Facility Equipment and Supplies 12/9/2021 4:00PM 6/1/2022 5/31/2025

670-22 Uniforms and Accessories 12/16/2021 4:00 PM 6/1/2022 5/31/2025

671-22 Awards, Trophies and Personal Recognition Products 1/13/2022 4:00 PM 7/1/2022 6/30/2025

672-22 Water and Wastewater Pumps and Motors 1/20/2022 4:00 PM 7/1/2022 6/30/2025

673-22 Fueling Systems and Equipment 1/27/2022 4:00 PM 7/1/2022 6/30/2025

674-22 Temporary Personnel Staffing and Workforce Management Services 1/27/2022 4:00 PM 7/1/2022 6/30/2025

*Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759.

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Geena Garza
Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 28th **day of** July **A.D.** 2021

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
My Notary ID # 3183735
Expires June 3, 2024

City Council

Meeting Date: 9/3/2024 **Consent Agenda 56.**

SUBJECT
Consideration to award a one-year supply/service contract with TIPS vendor Patterson Equipment Company, from Magnolia, Texas not to exceed an annual amount of $60,000.00 for the purchase of replacement parts and services for the Utilities Department's vacuum trucks. This annual contract shall utilize the TIPS Contract #221001. All repair services and related appurtenances will be ordered on an as-needed basis. The term of this contract shall be for a period of one year. Funding will be available in the Sewer System Fund.

PREVIOUS COUNCIL ACTION
Authorized participation in TIPS Cooperative Contract Purchasing Program.

BACKGROUND
This one-year contract establishes pricing for the purchase of replacement parts and services for the Utilities Department's vacuum trucks. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Patterson Equipment Company
TIPS Contract: #21001
Expiration Date: January 31, 2026

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Sewer System Fund
Account #:	559-4220-532-2400
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year,

this contract becomes null and void.

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Purchase Order Procedure here

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE

Print

VENDOR Patterson Equipment Company

32522 TAMINA RD. MAGNOLIA TX,77354

WEBSITE www.pattersonequipment.net

SERVICE/PRODUCTS DESCRIPTION PATTERSON EQUIPMENT REPRESENTS THE HIGHEST PERFORMING PRODUCTS WITH THE MOST ADVANCED TECHNOLOGY IN THE SEWER, UTILITY AND MAINTENANCE INDUSTRY

CONTRACT: **221001** **Heavy Duty Equipment**

End Date: Jan-31-2026 EDGAR COMPLIANCE: View Doc.

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Printed 5 August 2024

www.pattersonequipment.net

Patterson Equipment Company

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

PAYMENT TO	
ADDRESS	32522 TAMINA RD.
CITY	MAGNOLIA
STATE	TX
ZIP	77354

TIPS CONTACT	
NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB:** N

SERVING STATES
TX

Overview

PATTERSON EQUIPMENT REPRESENTS THE HIGHEST PERFORMING PRODUCTS WITH THE MOST ADVANCED TECHNOLOGY IN THE SEWER, UTILITY AND MAINTENANCE INDUSTRY

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
221001	Heavy Duty Equipment	01/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

221001

Jeff Patterson	President	(281) 770-6714	jeff@pattersonequipment.net
Josh Patterson	Dallas-Fort Worth	(832) 454-6759	josh@pattersonequipment.net

TIPS VENDOR AGREEMENT

Between Patterson Equipment Company **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 221001 Heavy Duty Equipment

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

Disclosures

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend 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 this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer some

or all of the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "Start Date" is the last day of the month that "Award Notifications" are anticipated as published in the Solicitation.

Example: *In this example, if the anticipated "Award Date" published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial "three-year" term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the original solicitation's anticipated "Award Date" plus three years.

Example: *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026* unless otherwise specified.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the Vendor's TIPS Contract number, the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the

shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and

should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor

shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to Vendors Contract Information
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 221001 Heavy Duty Equipment

Company Name Patterson Equipment Company

Address 33015 TAMINA RD. SUITE A

City MAGNOLIA State TX Zip 77354

Phone 281-770-6714 Fax

Email of Authorized Representative jeff@pattersonequipment.net

Name of Authorized Representative Jeff Patterson

Title President

Signature of Authorized Representative Jeff Patterson

Date 11/11/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 1/26/2023

Bid Number	221001 (Heavy Duty Equipment)
Close Date & Time	11/17/2022 03:00:00 PM (CT)
Bid Duration	1 month 11 days
Response Status	***NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.***

Award | Event Details | Attachments | Attributes | Response Attachments | Response Submission

Bid Attributes

Save | Save & Next

Response Total: $0.00

Attributes 1 - 30 shown of 102 • Page 1 of 4 shown

1 2 3 4

Attribute

1 **Yes - No**
Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 **Yes - No**
Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 **Yes - No**
The Vendor can provide services and/or products to all 50 US States?

No

4 **States Served:**
If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 **Company and/or Product Description:**
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 **Primary Contact Name**
Primary Contact Name

Jeff Patterson

7 **Primary Contact Title**
Primary Contact Title

President

8 **Primary Contact Email**
Primary Contact Email

jeff@pattersonequipment.net

9 **Primary Contact Phone**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

2,817,706,714

10 **Primary Contact Fax**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Numbers only, no symbo

11 **Primary Contact Mobile**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Numbers only, no symbo

12 **Secondary Contact Name**
Secondary Contact Name

Josh Patterson

13 **Secondary Contact Title**
Secondary Contact Title

Dallas-Fort Worth Sales

14 **Secondary Contact Email**
Secondary Contact Email

josh@pattersonequipment.net

15 **Secondary Contact Phone**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8,324,546,759

16 **Secondary Contact Fax**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Numbers only, no symbo

17 **Secondary Contact Mobile**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

Numbers only, no symbo

18 **Admin Fee Contact Name**
Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Josh Patterson

19 **Admin Fee Contact Email**
Admin Fee Contact Email

josh@pattersonequipment.net

20 **Admin Fee Contact Phone**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8,324,546,759

21 **Purchase Order Contact Name**
Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Katie Patterson

22 **Purchase Order Contact Email**
Purchase Order Contact Email

katie@pattersonequipment.net

23 **Purchase Order Contact Phone**
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

2,817,706,714

24 **Company Website**
Company Website (Format - www.company.com)

https://pattersonequipment.net/

25 **Entity D/B/A's and Assumed Names**
Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

Maximum 1000 characters allowed

26 **Primary Address**
Primary Address

33015 Tamina Rd.

27 **Primary Address City**
Primary Address City

Magnolia

28 **Primary Address State**
Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**
Primary Address Zip

77354

30 **Search Words:**
Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment)

Return Response Date No Bid History

Bid Number 221001 (Heavy Duty Equipment)

Close Date & Time 11/17/2022 03:00:00 PM (CT)

Bid Duration 1 month 11 days

Response Status ***NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.***

Award Event Details Attachments Attributes Response Attachments Response Submission

Bid Attributes

Save Save & Next

Response Total: $0.00

Attributes 31 - 60 shown of 102 • Page 2 of 4 shown

1 [2] 3 4

Attribute

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**
Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**
Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**
Vendor's principal place of business is in the city of?

Magnolia

34 **Company Residence (State)**
Vendor's principal place of business is in the state of?

TX

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**
Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

5%

36 **MINIMUM Discount Term**
Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Yes - No**
If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

39 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

40 **Additional Discounts?**
Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

41 **Years in Business as Proposing Company**
Years in business as proposing company?

14

42 **Resellers:**
Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

43 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

44 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**
Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

46 **Filing of Form CIQ**
If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

[Please Select]

47 **Regulatory Standing**
I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes, I agree

48 **Regulatory Standing**
Regulatory Standing explanation of no answer on previous question.

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 **Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 **Suspension or Debarment Certification**
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes, I certify

52 **Non-Discrimination Statement and Certification**
In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify

53 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 **2 CFR PART 200 Contracts**
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, I agree

55 **2 CFR PART 200 Termination**
Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor

would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, I agree

56 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, I agree

57 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes, I agree

58 **2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes, I certify

59 **2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes, I certify

60 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes, I certify

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment)

Return Response Date No Bid History

Bid Number 221001 (Heavy Duty Equipment)

Close Date & Time 11/17/2022 03:00:00 PM (CT)

Bid Duration 1 month 11 days

Response Status ***NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.***

Award Event Details Attachments Attributes Response Attachments Response Submission

Bid Attributes

Save Save & Next

Response Total: $0.00

Attributes 61 - 90 shown of 102 • Page 3 of 4 shown

Attribute

61 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes, I certify

62 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes, I certify

63 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes, I agree

64 **FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

65 **Certification of Compliance with the Energy Policy and Conservation Act**
When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

66 **Certification Regarding Lobbying**
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

67 **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

68 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**
Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

69 **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**
ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

[Please Select]

70 **Indemnification**
The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

☑ Yes, I Agree

71 **Remedies**
The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

72 **Remedies Explanation of No Answer**

73 **Choice of Law**
The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

74 **Venue, Jurisdiction and Service of Process**
Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

75 **Infringement(s)**
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

76 **Infringement(s) Explanation of No Answer**

77 **Contract Governance**
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree

78 **Payment Terms and Funding Out Clause**
Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree

79 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an

automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

80 **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Yes, I certify - NONE (Section A)

81 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN

APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

82 **Texas Government Code 2270 & 2271 Verification Form**
Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

83 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

84 **Solicitation Deviation/Compliance**
Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes, I agree

85 **Solicitation Exceptions/Deviations Explanation**
If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

86 **Agreement Deviation/Compliance**
Does the vendor agree with the language in the Vendor Agreement?

Yes, I agree

87 **Agreement Exceptions/Deviations Explanation**
If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

88 **Felony Conviction Notice**
Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct

resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

89 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

90 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

Manual Response Edit Bid Response - Patterson Equipment Company for 221001 (Heavy Duty Equipment)

Return Response Date No Bid History

Bid Number 221001 (Heavy Duty Equipment)

Close Date & Time 11/17/2022 03:00:00 PM (CT)

Bid Duration 1 month 11 days

Response Status ***NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.***

Award Event Details Attachments Attributes Response Attachments Response Submission

Bid Attributes

Save

Response Total: $0.00

Attributes 91 - 102 shown of 102 • Page 4 of 4 shown

1 2 3 4

Attribute

91 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

92 **Choice of Law clauses with TIPS Members**
If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

93 **Venue of dispute resolution with a TIPS Member**
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

94 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

95 **Indemnity Limitation with TIPS Members**
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

Agreed

96 **Arbitration Clauses**
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreed

97 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

98 **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

99 **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:
If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." *See* Tex. Gov't Code § 809.001(1).

100 **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:
If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

101 **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:
Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

102 **Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

TIPS RFP 221001 Heavy Duty Equipment

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities whc the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.
Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.
You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
CITY OF LAKE WORTH	Mike Shelley, Public Works Superintendent	mshelley@lakeworthtx.org	817-237-1211 EXT 205
CITY OF KILLEEN	James Graves, Supervisor of Sewer Maintenance	jegraves@killeentexas.gov	254-462-6218

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, _____ **certify that I am the Secretary of the Corporation**
(Name of Corporate Secretary)

named as OFFERER herein above; that

_____
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

_____
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
CORPORATE SEAL if available

_____
SIGNATURE

_____
DATE

TIPS RFP # 221001

Required Confidential Information Status Form

Patterson Equipment Company

Name of company

Jeff Patterson, President

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

33015 TAMINA RD. SUITE A	MAGNOLIA	TX	77354	281-770-6714
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission.** If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential **and *DO NOT* desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 35 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Jeff Patterson Date 11/11/2022

---------- OR ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Boss Vac Information

https://bossvac.com/

Harben Information

https://pattersonequipment.net/high-pressure-jetters

Subsite Information

https://pattersonequipment.net/cctv-inspection-equipment

THE VACUUM EXCAVATING UNIT

24" HG | 380 CFM | 500 CFM | 1000 CFM



Trailer Dimensions
98.5" wide x 21.6' long x 7.6' tall

SEE THE DIFFERENCE WITH HIGH VACUUM
DEMONSTRATIONS AVAILABLE. CALL FOR MORE INFO!

A MYRIAD OF OPTIONS

Grounds, Maintenance, Traffic & Sign:
- Digging and locating with no damage to utilities
- Car wash basin
- Fence & post hole digging
- Street sign installation
- Tree planting and landscape removal
- Wet slurry recovery

Water Departments:
- Manhole cleaning
- Valve box cleaning and straightening
- Utility locating
- Meter box cleaning and relocation
- Valve box and catch basin cleaning
- Carbon filtration change outs cleaning
- Filter bed cleaning

Electrical Departments:
- Drilling mud recovery
- Potholing and short horizontal boring
- Transformer vault cleaning
- Underground switch vault cleaning
- Underground utilities locating

Storm Water Departments:
- Culvert cleaning
- Cattle guard cleaning
- Drywell cleaning

Emergency Response:
- Spill response
- Flood cleanup
- Waste recovery

Waste Water:
- Trough cleaning
- Filter bed cleanout, sand and/or carbon
- Treatment plant intake

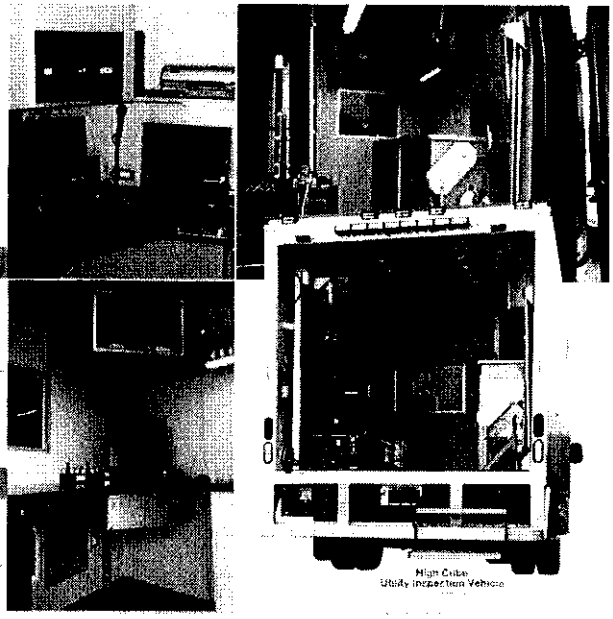
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NVE Challenger Series

1(888) 447-0940 | www.bossvac.com

Vehicle-Mounted
Utility Inspection Systems

HAVE EVERYTHING ON-SITE WITH VANS, HIGH CUBES AND TRAILERS.



General Features

Options

***Subsite offers the following build-out options** (gas, diesel and alternative power sources are available on most models).*

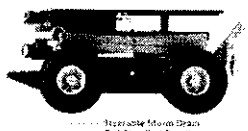
High Cube
Utility Inspection Vehicle

Available Transporters/Cameras













THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance.*** See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 57.**

SUBJECT
Consideration to renew annual supply contract number FY21-093 with Ferguson Waterworks of Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Sewer System Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on September 5, 2023.

BACKGROUND
This contract establishes pricing for the purchase of composite manhole rings and covers for the Utilities Department. There was no price increase during the last extension period. This is the last extension period for this contract. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

Vendor	Composite Manhole Ring Covers Section II Total
Ferguson Waterworks	$ 224,764.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Sewer System Fund
Account #:	559-4220-532-3030
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 7, 2024

Mr. Chase Cunningham
Ferguson Waterworks
1900 W. Expressway 83
Mission, Texas 78572

Re: Lift Station Sewer Fittings & Composite Manhole Ring and Covers
Contract FY21-093
Extension III

Dear Mr. Cunningham,

This is to inform you that the contract FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers which was approved by City Council on September 7, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing:

Section II: Composite Manhole Ring Covers

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Ferguson Waterworks

Accept ✓ Reject _____

Authorized Signature: Jason Granato

Print Name: Jason Granato

Date: 08/08/2024

City of Laredo
Purchasing Division

LETTER OF AWARD

September 6, 2023

Mr. Jorge Valladares
Ferguson Waterworks
1900 W. Expressway 83
Mission, Texas 78572

Re: Lift Station Manhole Ring and Covers
Contract FY21-093
Extension II

Dear Mr. Valladares,

This is to inform you that the contract renewal FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers was approved by City Council on September 5, 2023. The term of this contract shall be for a period of twelve months. This is the second of three extension periods.

Contract Pricing:

Section II: Composite Manhole Ring Covers

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/05/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY21-093 with Ferguson Waterworks, Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended one additional one year period, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/6/22.

BACKGROUND

This contract establishes pricing for the purchase of composite manhole ring and covers for the Utilities Department. There was no price increase during the last extension period. This is the second of three extension periods.

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

renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	Composite Manhole Ring Covers
Vendor	Section II Total
Ferguson Waterworks	$ 224,764.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3014
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY21-093 Bid Tab

FY21-093 Contract

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 23, 2023

Mr. Chase Cunningham
Ferguson Waterworks
1900 W. Expressway 83
Mission, Texas 78572

Re: Lift Station Sewer Fittings & Composite Manhole Ring and Covers
Contract FY21-093
Extension II

Dear Mr. Cunningham,

This is to inform you that the contract FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers which was approved by City Council on September 7, 2021 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section II: Composite Manhole Ring Covers

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Ferguson Waterworks

Accept X yes we accept Reject

Authorized Signature: Troy McCamish

Print Name: Troy McCamish Municipal Operations Manager

Date: 08/24/2023

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Mr. Jorge Valladares
Ferguson Waterworks
1900 W. Expressway 83
Mission, Texas 78572

Re: Lift Station Manhole Ring and Covers
Contract FY21-093
Extension I

Dear Mr. Valladares,

This is to inform you that the contract renewal FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers was approved by City Council on September 6, 2022. The term of this contract shall be for a period of twelve months. This is the first of three extension periods.

Contract Pricing:

Section II: Composite Manhole Ring Covers

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY21-093 with Ferguson Waterworks, Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended two (2) additional one (1) year periods, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/7/21.

BACKGROUND

This contract establishes pricing for the purchase of composite manhole ring and covers for the Utilities Department. There was no price increase during the last extension period. This is the first of three extension periods. Core & Main has decided not to renew their portion of this contract.

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

contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	Composite Manhole Ring Covers
Vendor	Section II Total
Ferguson Waterworks	$ 224,764.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2022
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3030
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2022
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3014
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Attachments

FY21-093 Bid Tab
FY21-093 Contract

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 17, 2022

Mr. Kevin Clagett
Core & Main
1830 Craig Park Court
St. Louis, MO 63146

Re: Lift Station Sewer Fittings & Composite Manhole Ring and Covers
Contract FY21-093
Extension I

Dear Mr. Clagett,

This is to inform you that the contract FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers which was approved by City Council on September 7, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section I: Sewer Lift Station Fittings

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pesqador
Purchasing Agent

Xc: Purchasing File

Core & Main

Accept _____ Reject _____

Authorized Signature: Kevin Clagett

Print Name: Kevin Clagett

Date: 8/24/2022

City of Laredo
Purchasing Division

LETTER OF AWARD

September 8, 2021

Mr. Jorge Valladares
Ferguson Waterworks
1900 W. Expressway 83
Mission, Texas 78572

Re: Lift Station Sewer Fittings & Composite Manhole Ring and Covers
Contract FY21-093
Approved by City Council on September 7, 2021

Dear Mr. Valladares,

This is to inform you that contract FY21-093 for the supply of lift station sewer fittings & composite manhole ring and covers was approved by City Council on September 7, 2021. The term of this contract shall be for a period of twelve months. This contract has three extension periods.

Contract Pricing:

Section II: Composite Manhole Ring Covers

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council
Meeting Date: 09/07/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY21-093 to the following low bidders:

1. Sections I to Core & Main, St. Louis, Missouri, in an amount of up to $1,147,905.60;
2. Section II to Ferguson Waterworks, Mission, Texas, in an amount up to $224,764.00;

for the supply of lift station sewer fittings, composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be extended three (3) additional one (1) year periods, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with lift station sewer fittings, composite manhole ring and covers for the Utilities Department. Staff is recommending that this contract be awarded to the low bidders Core & Main and Ferguson Waterworks.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager &

City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	Sewer Lift Station Fittings		Composite Manhole Ring Covers
Vendor	**Section I Totals**	Vendor	**Section II Totals**
Core & Main	$ 1,147,905.60	Ferguson Waterworks	$ 224,764.00
Aguaworks Pipe & Supply	$ 1,192,175.04	Core & Main	$ 329,660.40
Ferguson Waterworks	No Bid	Aguaworks Pipe & Supply	$ 318,351.90

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be approved.

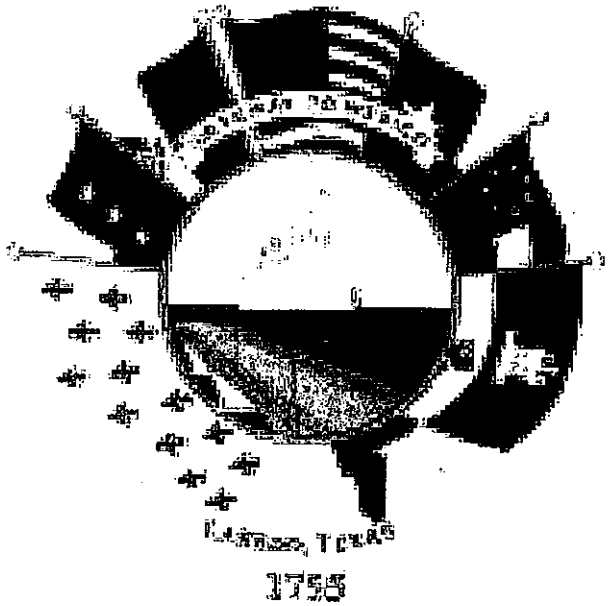
	Fiscal Impact
Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4220-532-3030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4220-532-3014
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

FY21-093 Contracts
FY21-093 Bid Tab



FY21-093
FERGUSON WATERWORKS
Supplier Response

Event Information

Number:	FY21-093
Title:	Lift Station Sewer Fittings & Composite Manhole Ring and Covers
Type:	Request For Bid
Issue Date:	7/28/2021
Deadline:	8/19/2021 05:00 PM (CT)
Notes:	NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Juan Arriaga
Address: Utilities
5816 Daugherty
Laredo, TX 788041
Phone: (956) 721-2013
Email: jarriaga@ci.laredo.tx.us

FERGUSON WATERWORKS Information

Contact: Jorge Valladares
Address: 1900 W. EXPRESSWAY 83
MISSION, TX 78572
Phone: (956) 584-8199
Email: jorge.valladares@ferguson.com

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

JORGE VALLADARES
Signature

JORGE@FERGUSON.COM
Email

Submitted at 8/19/2021 2:22:35 PM

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** FERGUSON WATERWORKS, JORGE VALLADARESW 956-960-9143
3	**State how long under has the business been in its present business name** 20 YEARS
4	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NO

7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NO
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid. I attest there is no conflict of interest
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission

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

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

JORGE VALLADARES

15 **Question 2. Contract Information**

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

FY21-093 (Lift Station Sewer Fittings & Composite Manhole Ring and Covers)

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

FERGUSON WATERWORKS

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

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

Not Applicable

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

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

No response

23	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
24	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
25	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
26	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
27	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
28	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
29	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

JORGE VALLADARES,SALES REPRESENTATIVE, FERGUSON WATERWORKS, 8/19/21

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

34 **Award By Section**

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

☑ Yes (Yes)

35 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

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

9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Bid Lines

1 Package Header

Section I –Fittings for Sewer Lift Stations or approved equal. All Fittings must be lined with Protecto 401 and be domestic.

Quantity: 1 UOM: EA Total: No response

Package Items

1.1 3" – ¼ turn plug valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.2 3"-1/4 turn plug valve Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.3 3"-1/4 turn plug valve Flange x Mechanical joint

Quantity: 4 UOM: EA Price: No response Total: No response

1.4 3" lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.5 3" lever and weight check valve Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.6 3" lever and weight check valve Flange x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.7 3" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.8 3" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.9 3" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.10 3"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.11 3"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.12 3"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.13 3"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.14 3"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.15 3"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.16 3" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.17 3" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.18 3" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.19 3" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.20 3" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.21 3" x 10' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.22 3" x 20' long spool flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.23 3" x 4" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.24 3" x 4" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.25 3" x 4" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.26 3" x 3" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.27 3"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.28 3"-Wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.29 3"-Tee mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.30 3"- tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.31 3"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.32 3" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.33 3" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

1.34 4" – ¼ turn plug valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.35 4"-1/4 turn plug valve Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.36 4"-1/4 turn plug valve Flange x Mechanical joint

Quantity: 4 UOM: EA Price: No response Total: No response

1.37 4" lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.38 4" lever and weight check valve Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.39 4" lever and weight check valve Flange x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.40 4" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.41 4" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.42 4" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.43 4"x 6" 90 degree bend MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.44 4"x 6" 90 degree bend flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.45 4"x 6" 90 degree bend flange x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.46 4"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.47 4"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.48 4"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.49 4"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.50 4"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.51 4"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.52 4" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.53 4" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.54 4" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.55 4" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.56 4" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.57 4" x 10' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.58 4" x 20' long spool flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.59 4" x 6" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.60 4" x 6" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.61 4" x 6" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.62 4" x 6" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.63 4"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.64 4"-Wye Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.65 4"-Tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.66 4" Tee mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.67 4"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.68 4" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.69 4" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

1.70 6"- knife gate valve flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.71 6"gate valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.72 6" gate valve mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.73 6' gate valve flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.74 6" ¼ turn plug valve flange to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.75 6"- ¼ plug valve mechanical to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.76 6" ¼ turn plug valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.77 6"-lever and weight check valve flange x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.78 6"- lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.79 6"- lever and weight check valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.80 6" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.81 6" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.82 6" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.83 6"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.84 6"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.85 6"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.86 6"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.87 6"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.88 6"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.89 6" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.90 6" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.91 6" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.92 6" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.93 6" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.94 6" x 10' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.95 6" x 20' long spool flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.96 6" x 8" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.97 6" x 8" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.98 6" x 8" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.99 6" x 6" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.100 6"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.101 6"-Wye Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.102 6"-Tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.103 6" Tee mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.104 6"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.105 6" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.106 6" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

1.107 8"- knife gate valve flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.108 8"gate valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.109 8" gate valve mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.110 8" gate valve flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.111 8" ¼ turn plug valve flange to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.112 8"- ¼ turn plug valve mechanical to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.113 8" ¼ turn plug valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.114 8"- lever and weight check valve MJ x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.115 8"- lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.116 8"- lever and weight check valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.117 8" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.118 8" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.119 8" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.120 8"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.121 8"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.122 8"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.123 8"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.124 8"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.125 8"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.126 8" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.127 8" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.128 8" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.129 8" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.130 8" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.131 8" x 10' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.132 8" x 20' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.133 8" x 10" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.134 8" x 10" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.135 8" x 10" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.136 8" x 8" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.137 8"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.138 8"-Wye Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.139 8"-Tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.140 8" Tee mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.141 8"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.142 8" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.143 8" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

1.144 12"- knife gate valve flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.145 12"gate valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.146 12" gate valve mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.147 12" gate valve flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.148 12" plug valve flange to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.149 12" plug valve mechanical to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.150 12" plug valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.151 12" lever and weight check valve MJ x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.152 12"- lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.153 12"- lever and weight check valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.154 12" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.155 12" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.156 12" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.157 12" x 16" 90 degree bend MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.158 12"x16" 90 degree bend MJ x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.159 12" x 16" degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.160 12"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.161 12"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.162 12"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.163 12"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.164 12"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.165 12"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.166 12" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.167 12" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.168 12" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.169 12" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.170 12" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.171 12" x 10' long long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.172 12" x 20' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.173 12" x 10" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.174 12" x 10" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.175 12" x 10" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.176 12" x 12" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.177 12"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.178 12"-Wye Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.179 12"-Tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.180 12" Tee mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.181 12"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.182 12" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.183 12" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

1.184 16" knife gate valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.185 16" gate valve mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.186 16" gate valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.187 16" gate valve flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.188 16" plug valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.189 16" plug valve flange to flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.190 16" plug valve flange to mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.191 16"- lever and weight check valve MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.192 16"- lever and weight check valve flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.193 16" lever and weight MJ x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.194 16" 90 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.195 16" 90 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.196 16" 90 degree bend Flange x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.197 16"-45 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.198 16"-45 degree bend Flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.199 16"-45 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.200 16"-22.5 degree bend Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.201 16"-22.5 degree bend mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.202 16"-22.5 degree bend mechanical x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.203 16" x 12" 90 degree bend MJ x MJ

Quantity: 4 UOM: EA Price: No response Total: No response

1.204 16" x 12" 90 degree bend MJ X Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.205 16" x 12" 90 degree Bend Flange to Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.206 16" x 6" long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.207 16" x 1' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.208 16" x 2' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.209 16" x 3' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.210 16" x 5' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.211 16" x 10' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.212 16" x 20' long flange x flange spool

Quantity: 4 UOM: EA Price: No response Total: No response

1.213 16" x 10" mechanical x mechanical reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.214 16" x 10" flange x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.215 16" x 10" mechanical x flange reducer

Quantity: 4 UOM: EA Price: No response Total: No response

1.216 16" x 16" mechanical x flange adapter

Quantity: 4 UOM: EA Price: No response Total: No response

1.217 16"-True wye flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.218 16"-Wye Flange x Flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.219 16"-Tee flange x flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.220 16" Tee mechanical x mechanical

Quantity: 4 UOM: EA Price: No response Total: No response

1.221 16"- blind flange

Quantity: 4 UOM: EA Price: No response Total: No response

1.222 16" stainless steel bolt pack

Quantity: 4 UOM: EA Price: No response Total: No response

1.223 16" red rubber gasket 1/8

Quantity: 4 UOM: EA Price: No response Total: No response

2 Package Header

Section II – Composite Manhole Ring & Covers

**All manhole Ring and Covers 4 stainless 316 bolt, pre-approved molded top arch: "City of Laredo" center custom plate; stainless steel 316, lifting eyelet, detectable by magnet, watertight and H20 traffic Rating.

Quantity: 1 UOM: EA Total: $224,764.00

Package Items

2.1 24" clear opening composite ring and cover

Quantity: 250 UOM: EA Price: $380.00 Total: $95,000.00

2.2 30" clear opening composite ring and cover

Quantity: 100 UOM: EA Price: $560.00 Total: $56,000.00

2.3 24R125 1-1/4 LADTECH RISER HDPE

Quantity: 500 UOM: EA Price: $30.22 Total: $15,110.00

2.4 24R200 2" LADTECH RISER HDPE

Quantity: 800 UOM: EA Price: $30.22 Total: $24,176.00

2.5 24S150 1-1/2 SLOPE LADTECH

Quantity: 50 UOM: EA Price: $30.22 Total: $1,511.00

2.6 32FGF300 34" TO 32" FIBERGLASS FLAT TRANSITION RINGS, 3"

Quantity: 50 UOM: EA Price: $52.00 Total: $2,600.00

2.7 SP32FS-025 LADTECH SPACER RING

32" X 2" HDPE GRAND RING

Quantity: 50 UOM: EA Price: $25.44 Total: $1,272.00

2.8 34" X 2" HDPE GRAND RINGS 34F200

Quantity: 50 UOM: EA Price: $52.25 Total: $2,612.50

2.9 34S225 2-1/4 SLOPE LADTECH

34" X 1-1/4-2-1/4" HDPE RING

Quantity: 50 UOM: EA Price: $52.25 Total: $2,612.50

2.10 BUTYL MASTIC SEALANT ½" X 21

Quantity: 200 UOM: EA Price: $6.75 Total: $1,350.00

2.11 2" ARV D025 Air Release Valve

Quantity: 20 UOM: EA Price: $1,126.00 Total: $22,520.00

Response Total: $224,764.00

City Council-Regular
Meeting Date: 09/05/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY21-093 with Ferguson Waterworks, Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended one additional one year period, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/6/22.

BACKGROUND

This contract establishes pricing for the purchase of composite manhole ring and covers for the Utilities Department. There was no price increase during the last extension period. This is the second of three extension periods.

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

renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	Composite Manhole Ring Covers
Vendor	Section II Total
Ferguson Waterworks	$ 224,764.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3014
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY21-093 Bid Tab
FY21-093 Contract

				FERGUSON WATERWORKS		Core and Main		Aguaworks Pipe & Supply, LLC	
				Total Price	$224,764.00	Total Price	$1,477,566.00	Total Price	$1,510,526.94
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I Fittings for Sewer Lift Stations or approved equa	1	EA			**$1,147,905.60**	$1,147,905.60	$1,192,175.04	$1,192,175.04
1.1	3 turn plug valve MJ x MJ	4	EA			**$259.31**		$305.36	
1.2	3-1/4 turn plug valve Flange x Flange	4	EA			**$242.27**		$285.29	
1.3	3-1/4 turn plug valve Flange x Mechanical joint	4	EA			No Bid		No Bid	
1.4	3 lever and weight check valve MJ x MJ	4	EA			**$415.14**		$488.86	
1.5	3 lever and weight check valve Flange x Flange	4	EA			**$628.18**		$739.74	
1.6	3 lever and weight check valve Flange x MJ	4	EA			No Bid		No Bid	
1.7	3 90 degree bend mechanical x mechanical	4	EA			**$195.45**		$338.29	
1.8	3 90 degree bend Flange x Flange	4	EA			**$332.65**		$353.28	
1.9	3 90 degree bend Flange x mechanical	4	EA			No Bid		**$335.88**	
1.10	3-45 degree bend mechanical x mechanical	4	EA			**$191.04**		$202.73	
1.11	3-45 degree bend Flange x flange	4	EA			**$308.39**		$327.44	
1.12	3-45 degree bend mechanical x flange	4	EA			**$1,474.84**		No Bid	
1.13	3-22.5 degree bend Flange x Flange	4	EA			$388.69		**$282.71**	
1.14	3-22.5 degree bend mechanical x mechanical	4	EA			**$195.45**		$207.20	
1.15	3-22.5 degree bend mechanical x flange	4	EA			**$1,474.84**		No Bid	
1.16	3 x 6 long flange x flange spool	4	EA			**$347.40**		$357.50	
1.17	3 x 1 long flange x flange spool	4	EA			**$347.40**		$425.07	
1.18	3 x 2 long flange x flange spool	4	EA			**$457.83**		$560.20	
1.19	3 x 3 long flange x flange spool	4	EA			**$568.27**		$695.32	
1.20	3 x 5 long flange x flange spool	4	EA			**$789.14**		$965.58	
1.21	3 x 10 long flange x flange spool	4	EA			**$1,341.31**		$1,641.22	
1.22	3 x 20 long spool flange x flange spool	4	EA			**$2,224.79**		$3,577.44	
1.23	3 x 4 mechanical x mechanical reducer	4	EA			$256.77		**$201.24**	
1.24	3 x 4 flange x flange reducer	4	EA			**$256.77**		$272.79	
1.25	3 x 4 mechanical x flange reducer	4	EA			**$256.77**		$349.17	
1.26	3 x 3 mechanical x flange adapter	4	EA			**$210.45**		$305.66	
1.27	3-True wye flange x flange	4	EA			**$441.18**		$446.04	
1.28	3-Wye flange x flange	4	EA			**$431.48**		$458.13	
1.29	3-Tee mechanical	4	EA			**$253.24**		$418.25	
1.30	3- tee flange x flange	4	EA			**$412.95**		$505.25	
1.31	3- blind flange	4	EA			**$173.83**		$184.34	
1.32	3 stainless steel bolt pack	4	EA			**$13.73**		$18.12	
1.33	3 red rubber gasket 1/8	4	EA			**$4.13**		$17.47	
1.34	4 turn plug valve MJ x MJ	4	EA			**$346.96**		$408.58	
1.35	4-1/4 turn plug valve Flange x Flange	4	EA			**$343.31**		$404.28	
1.36	4-1/4 turn plug valve Flange x Mechanical joint	4	EA			No Bid		No Bid	
1.37	4 lever and weight check valve MJ x MJ	4	EA			**$483.31**		$569.14	
1.38	4 lever and weight check valve Flange x Flange	4	EA			**$738.96**		$870.20	
1.39	4 lever and weight check valve Flange x MJ	4	EA			No Bid		No Bid	
1.40	4 90 degree bend mechanical x mechanical	4	EA			$221.04		**$143.58**	
1.41	4 90 degree bend Flange x Flange	4	EA			$332.65		**$234.53**	
1.42	4 90 degree bend Flange x mechanical	4	EA			**$232.06**		$354.00	
1.43	4x 6 90 degree bend MJ x MJ	4	EA			No Bid		No Bid	
1.44	4x 6 90 degree bend flange x flange	4	EA			**$459.28**		$487.94	

1.45	4x 6 90 degree bend flange x MJ	4	EA		No Bid	No Response
1.46	4-45 degree bend mechanical x mechanical	4	EA		**$199.42**	$211.68
1.47	4-45 degree bend Flange x flange	4	EA		**$308.39**	$327.44
1.48	4-45 degree bend mechanical x flange	4	EA		**$250.59**	$369.71
1.49	4-22.5 degree bend Flange x Flange	4	EA		**$388.69**	$412.90
1.50	4-22.5 degree bend mechanical x mechanical	4	EA		**$195.45**	$207.20
1.51	4-22.5 degree bend mechanical x flange	4	EA		**$211.33**	$335.88
1.52	4 x 6 long flange x flange spool	4	EA		**$392.95**	$395.81
1.53	4 x 1 long flange x flange spool	4	EA		**$392.95**	$444.22
1.54	4 x 2 long flange x flange spool	4	EA		**$478.59**	$541.04
1.55	4 x 3 long flange x flange spool	4	EA		**$564.24**	$637.87
1.56	4 x 5 long flange x flange spool	4	EA		**$735.53**	$831.52
1.57	4 x 10 long flange x flange spool	4	EA		**$1,163.77**	$1,315.64
1.58	4 x 20 long spool flange x flange spool	4	EA		**$2,020.24**	$2,283.88
1.59	4 x 6 mechanical x mechanical reducer	4	EA		**$255.45**	$271.30
1.60	4 x 6 flange x flange reducer	4	EA		**$388.69**	$412.90
1.61	4 x 6 mechanical x flange reducer	4	EA		No Bid	No Bid
1.62	4 x 6 mechanical x flange adapter	4	EA		No Bid	No Bid
1.63	4-True wye flange x flange	4	EA		**$454.42**	$482.46
1.64	4-Wye Flange x Flange	4	EA		**$657.80**	$698.61
1.65	4-Tee flange x flange	4	EA		$439.86	**$358.06**
1.66	4 Tee mechanical x mechanical	4	EA		**$263.39**	$279.74
1.67	4- blind flange	4	EA		**$173.83**	$184.34
1.68	4 stainless steel bolt pack	4	EA		$28.75	**$18.12**
1.69	4 red rubber gasket 1/8	4	EA		$5.13	**$1.59**
1.70	6- knife gate valve flange	4	EA		**$748.70**	$881.66
1.71	6gate valve flange to flange	4	EA		**$519.15**	$611.34
1.72	6 gate valve mechanical x mechanical	4	EA		**$499.93**	$588.71
1.73	6 gate valve flange x mechanical	4	EA		**$499.93**	$588.71
1.74	6 turn plug valve flange to mechanical	4	EA		No Bid	No Bid
1.75	6- plug valve mechanical to mechanical	4	EA		**$594.09**	$699.60
1.76	6 turn plug valve flange to flange	4	EA		**$595.31**	$701.03
1.77	6-lever and weight check valve flange x MJ	4	EA		No Bid	No Bid
1.78	6- lever and weight check valve MJ x MJ	4	EA		**$764.74**	$901.73
1.79	6- lever and weight check valve flange x flange	4	EA		**$1,014.09**	$1,194.19
1.80	6 90 degree bend mechanical x mechanical	4	EA		**$340.59**	$361.73
1.81	6 90 degree bend Flange x Flange	4	EA		**$494.12**	$524.70
1.82	6 90 degree bend Flange x mechanical	4	EA		**$375.45**	$398.50
1.83	6-45 degree bend mechanical x mechanical	4	EA		**$304.86**	$323.46
1.84	6-45 degree bend Flange x flange	4	EA		**$451.33**	$479.49
1.85	6-45 degree bend mechanical x flange	4	EA		**$411.63**	$437.25
1.86	6-22.5 degree bend Flange x Flange	4	EA		**$571.33**	$606.69
1.87	6-22.5 degree bend mechanical x mechanical	4	EA		**$290.30**	$308.06
1.88	6-22.5 degree bend mechanical x flange	4	EA		**$312.36**	$396.29
1.89	6 x 6 long flange x flange spool	4	EA		**$458.27**	$506.46
1.90	6 x 1 long flange x flange spool	4	EA		**$458.27**	$560.73
1.91	6 x 2 long flange x flange spool	4	EA		**$546.96**	$669.26
1.92	6 x 3 long flange x flange spool	4	EA		**$635.66**	$777.78

1.93	6 x 5 long flange x flange spool	4	EA		**$813.05**	$994.84
1.94	6 x 10 long flange x flange spool	4	EA		**$1,256.53**	$1,537.48
1.95	6 x 20 long spool flange x flange spool	4	EA		**$2,143.48**	$2,622.76
1.96	6 x 8 mechanical x mechanical reducer	4	EA		**$378.53**	$401.98
1.97	6 x 8 flange x flange reducer	4	EA		**$605.30**	$642.96
1.98	6 x 8 mechanical x flange reducer	4	EA		**$605.30**	No Bid
1.99	6 x 6 mechanical x flange adapter	4	EA		**$299.57**	$318.00
1.100	6-True wye flange x flange	4	EA		**$759.71**	$806.93
1.101	6-Wye Flange x Flange	4	EA		$1,022.64	**$806.93**
1.102	6-Tee flange x flange	4	EA		**$659.12**	$1,086.18
1.103	6 Tee mechanical x mechanical	4	EA		**$431.48**	$458.13
1.104	6- blind flange	4	EA		**$280.16**	$297.63
1.105	6 stainless steel bolt pack	4	EA		$55.20	**$25.12**
1.106	6 red rubber gasket 1/8	4	EA		$6.00	**$2.51**
1.107	8- knife gate valve flange	4	EA		**$1,044.35**	$1,182.72
1.108	8gate valve flange to flange	4	EA		**$811.27**	$955.34
1.109	8 gate valve mechanical x mechanical	4	EA		**$796.21**	$937.62
1.110	8 gate valve flange x mechanical	4	EA		**$781.20**	$919.94
1.111	8 turn plug valve flange to mechanical	4	EA		No Bid	No Bid
1.112	8- turn plug valve mechanical to mechanical	4	EA		**$936.61**	$1,105.31
1.113	8 turn plug valve flange to flange	4	EA		**$824.18**	$970.55
1.114	8- lever and weight check valve MJ x flange	4	EA		No Bid	No Bid
1.115	8- lever and weight check valve MJ x MJ	4	EA		**$1,222.27**	$1,439.33
1.116	8- lever and weight check valve flange x flange	4	EA		**$1,535.14**	$1,807.77
1.117	8 90 degree bend mechanical x mechanical	4	EA		**$482.22**	$512.28
1.118	8 90 degree bend Flange x Flange	4	EA		**$830.30**	$881.95
1.119	8 90 degree bend Flange x mechanical	4	EA		**$607.06**	$624.66
1.120	8-45 degree bend mechanical x mechanical	4	EA		**$421.77**	$447.69
1.121	8-45 degree bend Flange x flange	4	EA		**$704.12**	$747.80
1.122	8-45 degree bend mechanical x flange	4	EA		$510.00	**$292.16**
1.123	8-22.5 degree bend Flange x Flange	4	EA		**$839.12**	$891.40
1.124	8-22.5 degree bend mechanical x mechanical	4	EA		**$416.48**	$441.00
1.125	8-22.5 degree bend mechanical x flange	4	EA		**$434.57**	$476.04
1.126	8 x 6 long flange x flange spool	4	EA		**$677.40**	$759.70
1.127	8 x 1 long flange x flange spool	4	EA		**$677.40**	$828.86
1.128	8 x 2 long flange x flange spool	4	EA		**$790.44**	$967.18
1.129	8 x 3 long flange x flange spool	4	EA		**$903.48**	$1,105.50
1.130	8 x 5 long flange x flange spool	4	EA		**$1,129.57**	$1,382.14
1.131	8 x 10 long flange x flange spool	4	EA		**$1,694.79**	$2,073.74
1.132	8 x 20 long flange x flange spool	4	EA		**$2,825.22**	$3,456.94
1.133	8 x 10 mechanical x mechanical reducer	4	EA		**$485.75**	$490.91
1.134	8 x 10 flange x flange reducer	4	EA		**$1,093.96**	$1,161.70
1.135	8 x 10 mechanical x flange reducer	4	EA		**$2,147.33**	No Bid
1.136	8 x 8 mechanical x flange adapter	4	EA		**$431.48**	$458.13
1.137	8-True wye flange x flange	4	EA		**$1,256.04**	$1,334.11
1.138	8-Wye Flange x Flange	4	EA		**$1,681.77**	$1,786.76
1.139	8-Tee flange x flange	4	EA		**$1,433.83**	$1,523.43
1.140	8 Tee mechanical x mechanical	4	EA		**$622.06**	$660.85

1.141	8- blind flange	4	EA		**$398.83**	$423.34
1.142	8 stainless steel bolt pack	4	EA		$46.88	**$29.20**
1.143	8 red rubber gasket 1/8	4	EA		$7.85	**$3.81**
1.144	12- knife gate valve flange	4	EA		**$1,929.57**	$2,272.26
1.145	12gate valve flange to flange	4	EA		**$1,556.48**	$1,832.91
1.146	12 gate valve mechanical x mechanical	4	EA		**$1,570.87**	$1,849.86
1.147	12 gate valve flange x mechanical	4	EA		**$1,498.82**	$1,765.01
1.148	12 plug valve flange to mechanical	4	EA		No Bid	No Bid
1.149	12 plug valve mechanical to mechanical	4	EA		**$2,422.61**	$2,852.86
1.150	12 plug valve flange to flange	4	EA		**$2,270.44**	$2,673.66
1.151	12 lever and weight check valve MJ x Flange	4	EA		No Bid	No Bid
1.152	12- lever and weight check valve MJ x MJ	4	EA		**$3,329.57**	$3,920.90
1.153	12- lever and weight check valve flange x flange	4	EA		**$3,540.18**	$4,168.91
1.154	12 90 degree bend mechanical x mechanical	4	EA		**$1,026.18**	$1,090.15
1.155	12 90 degree bend Flange x Flange	4	EA		**$2,028.53**	$2,154.95
1.156	12 90 degree bend Flange x mechanical	4	EA		**$1,199.12**	$1,273.99
1.157	12 x 16 90 degree bend MJ x MJ	4	EA		**$3,785.33**	No Bid
1.158	12x16 90 degree bend MJ x Flange	4	EA		No Bid	No Bid
1.159	12 x 16 degree bend Flange x Flange	4	EA		No Bid	**$6,413.59**
1.160	12-45 degree bend mechanical x mechanical	4	EA		**$871.33**	$925.68
1.161	12-45 degree bend Flange x flange	4	EA		**$1,736.48**	$1,844.90
1.162	12-45 degree bend mechanical x flange	4	EA		**$1,012.95**	$1,076.24
1.163	12-22.5 degree bend Flange x Flange	4	EA		**$1,717.06**	$1,821.09
1.164	12-22.5 degree bend mechanical x mechanical	4	EA		**$781.33**	$829.79
1.165	12-22.5 degree bend mechanical x flange	4	EA		**$795.89**	$854.41
1.166	12 x 6 long flange x flange spool	4	EA		**$1,267.83**	$1,444.91
1.167	12 x 1 long flange x flange spool	4	EA		**$1,267.83**	$1,551.31
1.168	12 x 2 long flange x flange spool	4	EA		**$1,441.74**	$1,764.11
1.169	12 x 3 long flange x flange spool	4	EA		**$1,615.66**	$1,976.91
1.170	12 x 5 long flange x flange spool	4	EA		**$1,963.48**	$2,402.51
1.171	12 x 10 long long flange x flange spool	4	EA		**$2,833.05**	$3,466.51
1.172	12 x 20 long flange x flange spool	4	EA		**$4,572.18**	$5,594.51
1.173	12 x 10 mechanical x mechanical reducer	4	EA		**$641.48**	$681.21
1.174	12 x 10 flange x flange reducer	4	EA		**$1,598.39**	$1,697.83
1.175	12 x 10 mechanical x flange reducer	4	EA		$1,598.39	**$1,430.79**
1.176	12 x 12 mechanical x flange adapter	4	EA		**$787.95**	$836.74
1.177	12-True wye flange x flange	4	EA		**$5,576.48**	No Bid
1.178	12-Wye Flange x Flange	4	EA		**$2,859.71**	$3,038.39
1.179	12-Tee flange x flange	4	EA		**$3,021.18**	$3,209.81
1.180	12 Tee mechanical x mechanical	4	EA		**$1,240.16**	$1,317.21
1.181	12- blind flange	4	EA		**$673.24**	$715.00
1.182	12 stainless steel bolt pack	4	EA		$114.50	**$75.03**
1.183	12 red rubber gasket 1/8	4	EA		$17.90	**$8.28**
1.184	16 knife gate valve flange x flange	4	EA		**$4,333.92**	$5,103.62
1.185	16 gate valve mechanical x mechanical	4	EA		**$5,356.53**	$6,307.84
1.186	16 gate valve flange x flange	4	EA		**$5,356.53**	$6,307.84
1.187	16 gate valve flange x mechanical	4	EA		**$5,356.53**	$6,307.84
1.188	16 plug valve MJ x MJ	4	EA		**$4,549.40**	$5,357.36

1.189	16 plug valve flange to flange	4	EA			**$4,060.00**		$4,781.06		
1.190	16 plug valve flange to mechanical	4	EA			No Bid		No Bid		
1.191	16- lever and weight check valve MJ x MJ	4	EA			**$6,578.79**		$7,747.17		
1.192	16- lever and weight check valve flange x flange	4	EA			**$6,956.18**		$8,191.59		
1.193	16 lever and weight MJ x Flange	4	EA			No Bid		No Bid		
1.194	16 90 degree bend mechanical x mechanical	4	EA			**$2,079.28**		$2,209.11		
1.195	16 90 degree bend Flange x Flange	4	EA			**$5,347.51**		$5,681.28		
1.196	16 90 degree bend Flange x mechanical	4	EA			$3,187.51		**$2,556.59**		
1.197	16-45 degree bend mechanical x mechanical	4	EA			**$1,683.10**		$1,788.25		
1.198	16-45 degree bend Flange x flange	4	EA			**$2,730.00**		$2,900.26		
1.199	16-45 degree bend mechanical x flange	4	EA			$2,513.39		**$2,456.29**		
1.200	16-22.5 degree bend Flange x Flange	4	EA			**$3,494.57**		$3,712.65		
1.201	16-22.5 degree bend mechanical x mechanical	4	EA			**$1,629.71**		$1,731.11		
1.202	16-22.5 degree bend mechanical x flange	4	EA			$3,494.57		**$2,672.59**		
1.203	16 x 12 90 degree bend MJ x MJ	4	EA			**$5,633.39**		No Bid		
1.204	16 x 12 90 degree bend MJ X Flange	4	EA			No Bid		No Bid		
1.205	16 x 12 90 degree Bend Flange to Flange	4	EA			**$5,633.39**		$6,413.59		
1.206	16 x 6 long flange x flange spool	4	EA			**$2,221.31**		$2,568.50		
1.207	16 x 1 long flange x flange spool	4	EA			**$2,221.31**		$2,717.99		
1.208	16 x 2 long flange x flange spool	4	EA			**$2,465.66**		$3,016.97		
1.209	16 x 3 long flange x flange spool	4	EA			**$2,710.00**		$3,315.96		
1.210	16 x 5 long flange x flange spool	4	EA			**$3,198.70**		$3,913.92		
1.211	16 x 10 long flange x flange spool	4	EA			**$4,420.44**		$5,408.84		
1.212	16 x 20 long flange x flange spool	4	EA			**$6,741.74**		$10,817.69		
1.213	16 x 10 mechanical x mechanical reducer	4	EA			**$1,274.12**		$1,353.49		
1.214	16 x 10 flange x flange reducer	4	EA			**$2,280.00**		$2,422.26		
1.215	16 x 10 mechanical x flange reducer	4	EA			**$2,280.00**		No Bid		
1.216	16 x 16 mechanical x flange adapter	4	EA			**$1,428.53**		$1,502.67		
1.217	16-True wye flange x flange	4	EA			**$8,529.42**		No Bid		
1.218	16-Wye Flange x Flange	4	EA			**$9,176.04**		$9,749.19		
1.219	16-Tee flange x flange	4	EA			**$7,362.80**		$7,822.80		
1.220	16 Tee mechanical x mechanical	4	EA			**$2,950.59**		$3,134.79		
1.221	16- blind flange	4	EA			**$1,615.16**		$1,715.71		
1.222	16 stainless steel bolt pack	4	EA			$212.28		**$154.43**		
1.223	16 red rubber gasket 1/8	4	EA			$25.30		**$11.88**		
2	Section II Composite Manhole Ring Covers **All manhol	1	EA	**$224,764.00**	$224,764.00	$329,660.40	$329,660.40	$318,351.90	$318,351.90	
2.1	24 clear opening composite ring and cover	250	EA	**$380.00**		$603.53		$516.46		
2.2	30 clear opening composite ring and cover	100	EA	**$560.00**		$828.24		$735.42		
2.3	24R125 1-1/4 LADTECH RISER HDPE	500	EA	$30.22		**$29.90**		$35.31		
2.4	24R200 2 LADTECH RISER HDPE	800	EA	$30.22		**$29.90**		$35.31		
2.5	24S150 1-1/2 SLOPE LADTECH	50	EA	$30.22		**$29.90**		$35.31		
2.6	32FGF300 34 TO 32 FIBERGLASS FLAT TRANSITION RINGS	50	EA	$52.00		**$51.67**		$61.02		
2.7	SP32FS-025 LADTECH SPACER RING 32 X 2 HDPE GRAND I	50	EA	$25.44		**$24.90**		$61.02		
2.8	34 X 2 HDPE GRAND RINGS 34F200	50	EA	$52.25		**$51.67**		$61.02		
2.9	34S225 2-1/4 SLOPE LADTECH 34 X 1-1/4-2-1/4 HDPE RIN	50	EA	$52.25		**$51.67**		$61.02		
2.10	BUTYL MASTIC SEALANT X 21	200	EA	$6.75		**$6.30**		$7.18		
2.11	2 ARV D025 Air Release Valve	20	EA	**$1,126.00**		$2,266.67		$2,719.32		
						20 No Bids		**27 No Bids**		

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Consent Agenda 58.**

SUBJECT
Consideration to renew annual supply contract number FY21-086 with Aguaworks Pipe & Supply, LLC of Brownsville, Texas, in an amount up to $440,000.00 for the purchase of copper pipe Type K and cross-linked polyethylene (PEX) pipe for the Utilities Department. These materials are purchased on an as-needed basis for construction and repair projects. The term of this contract shall be for a period of one year and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the last extension period for this contract. Funding is available in the Waterworks Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract September 5, 2023.

BACKGROUND
This annual supply contract establishes pricing for the purchase of copper pipe Type K and cross-linked polyethylene (PEX) pipe for the Utilities Department. These commodities will be purchased on an as needed basis by the Utilities Department - Water Operations for construction and repair projects. There was no price increase during the last extension period. This is the last extension period for this contract. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Contract Pricing:

	Aguaworks Pipe & Supply, LLC
Section	Description
I	Copper Pipe Type K “3/4” - 2” Soft 60 Foot Coils & 20-foot Joints
II	¾” - 2” Cross-linked Polyethylene (PEX) Piping 100-foot Coils

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks System Fund

Account #: 557-0000-141-0000
Change Order: Exceeds 25% Y/N: Yes

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

					Aguaworks Pipe & Supply, LLC	
					Total Price	$441,143.50
Line #	Description	QTY	UOM	Estimated	Unit	Extended
1	Section I - Copper Pipe Type K 2 soft 60 Ft. Coils and 20 Ft. joints	1	PKG		**$363,490.00**	$363,490.00
1.1	" Type "K" 60' coils Copper Pipe	30000	LF		**$8.84**	
1.2	1" Type "K" 60' coils Copper Pipe	6000	LF		**$11.41**	
1.3	1 " Type "K" 20' joint soft Copper Pipe	400	LF		**$22.48**	
1.4	2" Type "K" 20'joint soft Copper Pipe	600	LF		**$34.73**	
2	Section II 2 Crosslinked polyethylene (PEXa) piping 100' coils	1	PKG		**$77,653.50**	$77,653.50
2.1	" Crosslinked Polyethylene (PEXa) pipe 100' coils	10000	LF		**$0.96**	
2.2	1" Crosslinked Polyethylene (PEXa) pipe 100' coils	5500	LF		**$1.34**	
2.3	1 " Crosslinked Polyethylene (PEXa) pipe 100' 100' coils	3500	LF		**$4.48**	
2.4	2" Crosslinked Polyethylene (PEXa) pipe 100' coils	5000	LF		**$8.48**	
2.5	" Stiffner Plastic PI3 Wholesale	500	EA		**$0.24**	
2.6	1" Stiffner Plastic PI1 Wholesale	500	EA		**$0.30**	
2.7	1 " Ford -54 Mueller-M506139 McDonald-M6133TS	250	EA		**$5.51**	
2.8	2" Ford-55 Muller-M506141 McDonald-M6133TK	100	EA		**$9.56**	

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 7, 2024

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Extension III

Dear Mr. Bennett,

This is to inform you that the contract FY21-086 for the supply of copper pipe & crosslinked polyethylene is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Current Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply

Accept YES Reject _____

Authorized Signature: Thomas H. Bennett, Jr.

Print Name: Thomas H. Bennett, Jr

Date: 8/12/24

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

September 6, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Extension II

Dear Mr. Bennett,

This is to inform you that the contract renewal for FY21-086 for the supply of copper pipe & crosslinked polyethylene was approved by City Council on September 5, 2023. This is the second of three extension periods.

Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/05/2023
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew supply contract number FY21-093 with Ferguson Waterworks, Mission, Texas, in an amount up to $224,764.00 for the supply of composite manhole rings and covers for the Utilities Department. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be extended one additional one year period, upon mutual agreement. Funding is available in the Sewer System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/6/22.

BACKGROUND

This contract establishes pricing for the purchase of composite manhole ring and covers for the Utilities Department. There was no price increase during the last extension period. This is the second of three extension periods.

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

renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

	Composite Manhole Ring Covers
Vendor	Section II Total
Ferguson Waterworks	$ 224,764.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2023
Bugeted Y/N?: Yes
Source of Funds:
Account #: 559-4220-532-3014
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY21-093 Bid Tab
FY21-093 Contract

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 23, 2023

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Extension II

Dear Mr. Bennett,

This is to inform you that the contract renewal for FY21-086 for the supply of copper pipe & crosslinked polyethylene was approved by City Council on September 6, 2022. This is the second of three extension periods.

Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply

Request a contract extension: YES Not request a contract extension: _____

Authorized Signature: Thomas H. Bennett Jr

Print Name: Thomas H. Bennett, Jr

Date: 8/24/23

City of Laredo
Purchasing Division

LETTER OF AWARD

September 7, 2022

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Extension I

Dear Mr. Bennett,

This is to inform you that the contract renewal for FY21-086 for the supply of copper pipe & crosslinked polyethylene was approved by City Council on September 6, 2022. This is the first of three extension periods.

Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 09/06/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual supply contract number FY21-086 with Aguaworks Pipe & Supply, LLC, Brownsville, Texas, in an amount up to $440,000.00 for the purchase of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These materials are purchased on an as-needed basis by the Utilities Department for construction and repair projects. The term of this contract shall be for a period of one year and is contingent upon the availability of appropriated funds. There will be a 10% price increase during this extension period. This contract can be renewed two (2) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 9/7/21.

BACKGROUND

This annual supply contract establishes pricing for the purchase of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These commodities will be purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. There will be a 10% price increase during this extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any

renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Contract Pricing:

	Augaworks Pipe & Supply LLC.
Section	Description
I	Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
II	3/4 - 2" Crosslinked Polythylene (PEXa) Piping 100' Coils

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-0000-141-0000

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY21-086
FY21-086 Contract

City of Laredo
Purchasing Division

RENEWAL NOTICE

August 17, 2022

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Extension I

Dear Mr. Bennett,

This is to inform you that the contract FY21-086 for the supply of copper pipe & crosslinked polyethylene which was approved by City Council on September 7, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Aguaworks Pipe & Supply
Accept X 10% increase Reject
Authorized Signature: Thomas H. Bennett, Jr.
Print Name: Thomas Bennett
Date: 8/24/22

City of Laredo
Purchasing Division

LETTER OF AWARD

September 8, 2021

Mr. Thomas H. Bennett Jr.
Aguaworks Pipe & Supply
2907 N. Central Avenue
Brownsville, Texas 78526

Re: Copper Pipe & Crosslinked Polyethylene
Contract FY21-086
Approved by City Council on September 7, 2021

Dear Mr. Bennett,

This is to inform you that contract FY21-086 for the supply of copper pipe & crosslinked polyethylene was approved by City Council on September 7, 2021. The term of this contract shall be for a period of twelve months. This contract has three extension periods.

Contract Pricing:

Section I: Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
Section II: 3/4 - 2" Crosslinked Polythylene (PEXa) Piping

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council
Meeting Date: 09/07/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply contract number FY21-086 to the sole bidder Aguaworks Pipe & Supply, LLC, Brownsville, Texas, in an amount up to $440,000.00 for the purchase of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These materials are purchased on an as-needed basis by the Utilities Department for construction and repair projects. The term of this contract shall be for a period of one year and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid through Cit-E-Bid for awarding an annual supply contract for the purchase of of copper pipe type K and crosslinked polyethylene (PEXAa) pipe for the Utilities Department. These commodities will be purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. This contract has three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or

any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Contract Pricing:

	Augaworks Pipe & Supply LLC.
Section	Description
I	Copper Pipe Type K "3/4" - 2" Soft 60 Foot Coils and 20 Foot Joints
II	3/4 - 2" Crosslinked Polythylene (PEXa) Piping 100' Coils

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2021

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-0000-141-0000

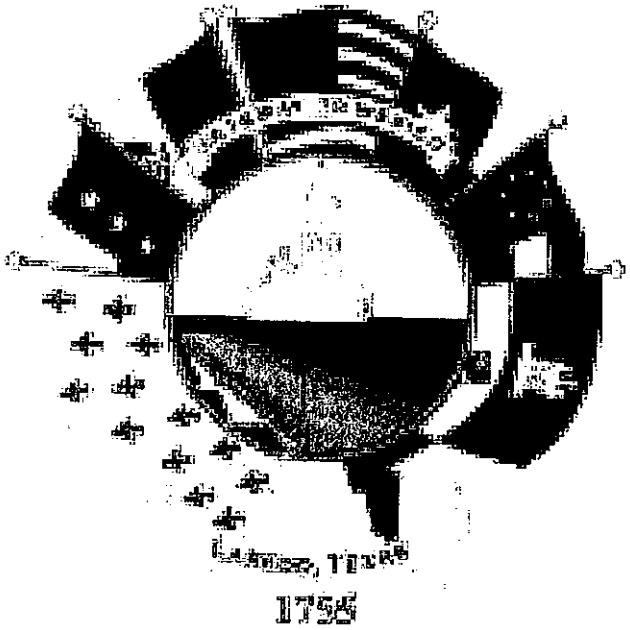
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY21-086 Contract
Bid Tab FY21-086



FY21-086 Addendum 1
Aguaworks Pipe & Supply, LLC
Aguaworks Pipe & Supply, LLC
Supplier Response

Event Information

Number:	FY21-086 Addendum 1
Title:	FY21-086 Copper Pipe & Crosslinked Polyethylene
Type:	Request For Proposal
Issue Date:	7/15/2021
Deadline:	8/10/2021 05:00 PM (CT)
Notes:	MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1.Please make sure that the proposal is in a sealed envelope marked with

the following:

•Name of Proposal

•Name of Company submitting Proposal

•Address of Company submitting Proposal

1.Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

Contact Information

Contact: Juna P. Arriaga
Address: Utilities Department
5816 Daugherty Ave.
Laredo, TX 78041
Phone: (956) 721-2000
Email: jarriaga@ci.laredo.tx.us

Aguaworks Pipe & Supply, LLC Information

Contact: Thomas H Bennett, Jr.
Address: 2907 N. Central Avenue
Brownsville, TX 78526
Phone: (956) 831-2500
Fax: (956) 831-2525
Email: thomas.bennett@aguaworkspipe.com
Web Address: www.aguaworkspipe.com

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

Ernie Ortega
Signature

ernie.ortega@aguaworkspipe.com
Email

Submitted at 8/10/2021 2:14:25 PM

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Aguaworks Pipe & Supply, LLC 501 FM 2812 Edinburg, TX 78521
3	**State how long under has the business been in its present business name** 13 years
4	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
5	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
6	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? no

7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? no
8	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
11	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission

14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Ernie Ortega
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY21-086 Addendum 1 (FY21-086 Copper Pipe & Crosslinked Polyethylene
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Aguaworks Pipe & Supply, LLC
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
24	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
25	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
26	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
27	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
28	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
29	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

31 **Question 11. Oath**

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

Ernie Ortega / outside sale / Aguaworks Pipe & Supply, LLC / 8/10/2021

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct (I swear or affirm information is correct)

33 **Terms and Conditions for Request for Bids**

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
11.0 PAYMENT & INVOICING
(a) All Invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and Invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

34 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

35 Addendum

Addendum Requires Acknowledgement of August 9, 2021 question deadline.

☑ Acknowledge (Acknowledge)

Bid Lines

1 Package Header

Section I - Copper Pipe Type "K" ¾" – 2" soft 60 Ft. Coils and 20 Ft. joints

Quantity: 1 UOM: PKG Total: $363,490.00

Package Items

1.1 ¾" Type "K" 60' coils Copper Pipe

Quantity: 30000 UOM: LF Price: $8.84 Total: $265,200.00

Supplier Notes: minimum copper order 5000 lbs

1.2 1" Type "K" 60' coils Copper Pipe

Quantity: 6000 UOM: LF Price: $11.41 Total: $68,460.00

Supplier Notes: minimum copper order 5000 lbs

1.3 1 ½" Type "K" 20' joint soft Copper Pipe

Quantity: 400 UOM: LF Price: $22.48 Total: $8,992.00

Supplier Notes: minimum copper order 5000 lbs

1.4 2" Type "K" 20'joint soft Copper Pipe

Quantity: 600 UOM: LF Price: $34.73 Total: $20,838.00

Supplier Notes: minimum copper order 5000 lbs

2 Package Header

Section II – ¾ – 2" Crosslinked polyethylene (PEXa) piping 100' coils

Quantity: 1 UOM: PKG Total: $77,653.50

Package Items

2.1 ¾" Crosslinked Polyethylene (PEXa) pipe 100' coils

Quantity: 10000 UOM: LF Price: $0.96 Total: $9,600.00

2.2 1" Crosslinked Polyethylene (PEXa) pipe 100' coils

Quantity: 5500 UOM: LF Price: $1.34 Total: $7,370.00

2.3 1 ½" Crosslinked Polyethylene (PEXa) pipe 100' 100' coils

Quantity: 3500 UOM: LF Price: $4.48 Total: $15,680.00

2.4 2" Crosslinked Polyethylene (PEXa) pipe 100' coils

Quantity: 5000 UOM: LF Price: $8.48 Total: $42,400.00

2.5 ¾" Stiffner Plastic PI3 Wholesale

Quantity: 500 UOM: EA Price: $0.24 Total: $120.00

2.6 1" Stiffner Plastic PI1 Wholesale

Quantity: 500 UOM: EA Price: $0.30 Total: $150.00

2.7 1 ½" Ford -54 Mueller-M506139 McDonald-M6133TS

Quantity: 250 UOM: EA Price: $5.51 Total: $1,377.50

Supplier Notes: will ship direct from Mueller

2.8 2" Ford-55 Muller-M506141 McDonald-M6133TK

Quantity: 100 UOM: EA Price: $9.56 Total: $956.00

Supplier Notes: will ship direct from Mueller

Response Total: $441,143.50

Rows highlighted in PINK are NON TEST messages related to the test that was ordered.

Rows highlighted in BLUE is a message that an Advanced Beneficiary Notice was received

Ordering Mnemo	Unit Code Name	Unit Total	Price	Total Cost
7600SB=	LIPID PANEL, STANDARD	7464	$2.40	$17,913.60
5616SB=	IRON, TIBC AND FERRITIN PANEL	35	$1.90	$66.50
14852SB=	LIPID PANEL WITH REFLEX TO DIRECT LDL	16	$2.40	$38.40
24629SB=	PROTEIN, TOTAL AND PROTEIN ELECTROPHORESIS WITH IMMUNOFIXATION	4	$24.49	$97.96
38930SB=	SPECIMEN INTEGRITY COMPROMISED	104	NON TEST	$0.00
294SB=	UREA NITROGEN (BUN)	1	$2.19	$2.19
294SB=	UREA NITROGEN (BUN)	1	$2.19	$2.19
296SB=	BUN/CREATININE RATIO	3	$1.90	$5.70
303SB=	CALCIUM	1	$2.19	$2.19
375SB=	CREATININE	33	$1.90	$62.70
37503RXE=	RICKETTSIA (TYPHUS FEVER) (IGG,IGM) W/REFL TITERS	3	$35.00	$105.00
37507RXEX=	RICKETTSIA ANTIBODY PANEL W/REFL TO TITERS	2	$38.40	$76.80
482SB=	GGT	4413	$1.02	$4,501.26
483SB=	GLUCOSE	325	$1.90	$617.50
571SB=	IRON, TOTAL	56	$1.02	$57.12
593SB=	LD	13	$1.02	$13.26
622SB=	MAGNESIUM	690	$1.02	$703.80
718SB=	PHOSPHATE (AS PHOSPHORUS)	3	$1.90	$5.70
733SB=	POTASSIUM	5	$1.90	$9.50
754SB=	PROTEIN, TOTAL, SERUM	1	$2.19	$2.19
822SB=	AST	9	$1.90	$17.10
905SB=	URIC ACID	5056	$1.02	$5,157.12
7573SB=	IRON AND TOTAL IRON BINDING CAPACITY	38	$1.98	$75.24
757SB=	PROTEIN, TOTAL W/CREAT, 24 HOUR URINE	16	$4.80	$76.80
8476SB=	GLUCOSE, POSTPRANDIAL/ 1 HOUR	1	$2.13	$2.13
8477SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-135 CUTOFF	1	$2.13	$2.13
10165SB=	BASIC METABOLIC PANEL	73	$2.40	$175.20
10231SB=	COMPREHENSIVE METABOLIC PANEL	9016	$2.90	$26,146.40
10256SB=	HEPATIC FUNCTION PANEL	287	$2.40	$688.80
10314SB=	RENAL FUNCTION PANEL	55	$3.10	$170.50
14522SB=	SODIUM W/O CREATININE, RANDOM URINE	1	$2.00	$2.00
19833SB=	GLUCOSE, GESTATIONAL SCREEN (50G)-140 CUTOFF	1	$2.13	$2.13
23475SB=	GLUCOSE TOLERANCE TEST, 3 SPECIMENS, (75G)	15	$6.39	$95.85
34392SB=	ELECTROLYTE PANEL	3	$1.90	$5.70
319SB=	VLDL CHOLESTEROL	1	$1.02	$1.02
59929SB=	URIC ACID	1	$1.02	$1.02
7943SBX=	CREATININE CLEARANCE	8	$3.80	$30.40
461SB=	FIBRINOGEN ACTIVITY, CLAUSS	2	$14.88	$29.76
793SB=	RETICULOCYTE COUNT	10	$3.80	$38.00
809SB=	SED RATE BY MODIFIED WESTERGREN	464	$1.90	$881.60
833SB=	PATHOLOGIST REVIEW OF PERIPHERAL SMEAR	11	$9.60	$105.60
4914SB=	PROTHROMBIN W/INR + PARTIAL THROMBOPLASTIN TIMES	122	$4.75	$579.50
6399SB=	CBC (INCLUDES DIFF/PLT)	3351	$2.00	$6,702.00
8659SB=	D-DIMER, QUANTITATIVE	11	$19.20	$211.20
8847SB=	PROTHROMBIN TIME-INR	9	$2.20	$19.80
361SB=	DIRECT ANTIGLOBULIN TEST (DAT)	1	$8.00	$8.00
795SB=	ANTIBODY SCREEN, RBC W/REFL ID, TITER AND AG	59	$6.00	$354.00
7788SB=	ABO GROUP AND RH TYPE	101	$2.90	$292.90
265SB=	ANTI-STREPTOLYSIN O	10	$2.90	$29.00
654SB=	HETEROPHILE, MONO SCREEN	1	$4.80	$4.80
799SB=	RPR (MONITOR) W/REFL TITER	16	$3.40	$54.40
4112SB=	FTA-ABS	1	$7.00	$7.00
11073SB=	TISSUE TRANSGLUTAMINASE ANTIBODY, IGG,IGA	2	$75.00	$150.00
36970SB=	QUANTIFERON(R)-TB GOLD PLUS, 1 TUBE	70	$34.60	$2,422.00
66465B=	LYME DISEASE AB W/REFL TO BLOT (IGG, IGM)	3	$3.02	$9.06
37227RVAL=	ANTI-MULLERIAN HORMONE (AMH), FEMALE	5	$29.00	$145.00
235SB=	ALPHA-1-ANTITRYPSIN QN	1	$4.80	$4.80
249SB=	ANA SCREEN, IFA, W/REFL TITER AND PATTERN	114	$5.80	$661.20
%36209SBX	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	38	$8.00	$304.00
255SB=	DNA (DS) ANTIBODY	36	$11.50	$414.00
326SB=	CERULOPLASMIN	2	$5.80	$11.60
549SB=	IMMUNOFIXATION, SERUM	1	$75.00	$75.00
891SB=	TRANSFERRIN	26	$11.50	$299.00
4418SB=	RHEUMATOID FACTOR	106	$3.10	$328.60
4420SB=	C-REACTIVE PROTEIN	466	$3.00	$1,398.00

2508SB=	ELM (T8) IGE	1	$9.29	$9.29
2514SB=	COTTONWOOD (T14) IGE	1	$9.29	$9.29
2516SB=	WHITE PINE (T16) IGE	1	$7.99	$7.99
2522SB=	HICKORY/PECAN TREE (T22) IGE	1	$9.29	$9.29
2570SB=	WHITE MULBERRY (T70) IGE	1	$9.29	$9.29
2601SB=	CAT DANDER (E1) IGE	1	$6.00	$6.00
2605SB=	DOG DANDER (E5) IGE	1	$6.00	$6.00
2658SB=	MOUSE URINE PROTEINS (E72) IGE	1	$7.99	$7.99
2701SB=	PENICILLIUM NOTATUM (M1) IGE	1	$9.29	$9.29
2702SB=	CLADOSPORIUM HERBARUM (M2) IGE	1	$6.00	$6.00
2706SB=	ALTERNARIA ALTERNATA (M6) IGE	1	$6.00	$6.00
2721SB=	DERMATOPHAGOIDES PTERONYSSINUS (D1) IGE	1	$6.00	$6.00
2722SB=	DERMATOPHAGOIDES FARINAE (D2) IGE	1	$6.00	$6.00
2736SB=	COCKROACH (I6) IGE	1	$6.00	$6.00
2801SB=	EGG WHITE (F1) IGE	1	$6.00	$6.00
2802SB=	COW'S MILK (F2) IGE	1	$6.00	$6.00
2803SB=	CODFISH (F3) IGE	1	$6.00	$6.00
2804SB=	WHEAT (F4) IGE	1	$6.00	$6.00
2813SB=	PEANUT (F13) IGE	1	$6.00	$6.00
2814SB=	SOYBEAN (F14) IGE	1	$6.00	$6.00
2824SB=	SHRIMP (F24) IGE	1	$6.00	$6.00
3489SB=	WALNUT (F256) IGE	1	$7.99	$7.99
4021SB=	ESTRADIOL	122	$9.60	$1,171.20
4698SB=	CA 19-9	6	$11.50	$69.00
4848SB=	HEPATITIS B CORE ANTIBODY (IGM)	53	$6.89	$365.17
5363SB=	PSA, TOTAL	2224	$3.60	$8,006.40
5819SB=	CA 15-3	7	$15.00	$105.00
6462SB=	HEPATITIS PANEL, GENERAL	11	$28.80	$316.80
7065SB=	VITAMIN B12/FOLATE, SERUM PANEL	102	$6.91	$704.82
7444SB=	THYROID PANEL WITH TSH	3250	$7.00	$22,750.00
8396SB=	HCG, TOTAL, QN	22	$2.50	$55.00
8472SB=	HEPATITIS C AB W/REFL TO HCV RNA, QN, PCR	357	$5.80	$2,070.60
8475SB=	HEPATITIS B SURFACE AB IMMUNITY, QN	85	$5.80	$493.00
10306SB=	HEPATITIS PANEL, ACUTE W/REFLEX TO CONFIRMATION	238	$22.74	$5,412.12
29256SB=	CA 125	16	$11.50	$184.00
[illegible]	[illegible] QUEST CONSULT (TEST CODE 91577 SUMMARY REPORT)	4	$[illegible]	$[illegible]
%%16946X	CULTURE, SALMONELLA AND SHIGELLA NO.2	4	$6.00	$24.00
%%16960X	CULTURE, SALMONELLA AND SHIGELLA NO.3	1	$6.00	$6.00
%%447SRVAL	CAMPYLOBACTER, CULTURE	1	$12.00	$12.00
%14653RXE	SUSCEPTIBILITY,AEROBIC BACTERIA, MIC	1	$8.75	$8.75
%15111ERQEZ	DRVVT CONFIRM	1	$5.46	$5.46
%35645SB	HCV RNA, QUANTITATIVE REAL TIME PCR	64	$42.84	$2,741.76
%36203SBX	RPR TITER	2	$3.40	$6.80
%36203SBX	RPR TITER	1	$3.40	$3.40
%36573FRQEZ	HEXAGONAL PHASE CONFIRM	1	$7.66	$7.66
%37472ARXE	R. TYPHI IGG TITER	2	$27.00	$54.00
%39737SB	ANTINUCLEAR ANTIBODIES TITER AND PATTERN	1	$7.00	$7.00
%8293SB	DIRECT LDL	1	$6.00	$6.00
%91118RQEZ	P190 BCR ABL1	4	$31.53	$126.12
%[illegible]	PLATELET ESTIMATION (INCLUDED WITH CBC)	34	$0.00	$0.00
%[illegible]	HEMATOLOGY (INCLUDED WITH TEST CODE 85025 OR 85027)	4	$0.00	$0.00
%91432SBX	HIV 1/2 AB DIFF (SUPPLEMENTAL USE ONLY)	5	$33.93	$169.65
%91723SB	CARDIO IQ(R) DIRECT LDL	1	$6.00	$6.00
%SBHIV23	HIV FOURTH GEN REFLEX SCR	5	$3.40	$17.00
%SBRAST	INTERPRETATION	2	NON TEST	$0.00
%SBUAMSG	NOTE	1	NON TEST	$0.00
%SBUARFL	MICROSCOPIC REFLEX	1	NON TEST	$0.00
10398SB=	CAT II HBA1C LESS 7	5748	NON TEST	$0.00
10399SB=	CAT II HBA1C 7-8	471	NON TEST	$0.00
10400SB=	CAT II HBA1C 8-9	208	NON TEST	$0.00
10402SB=	CAT II HBA1C GTR 9	593	NON TEST	$0.00
10403SB=	CAT II LDLC LESS 100	3089	NON TEST	$0.00
10404SB=	CAT II LDLC 100-129	2479	NON TEST	$0.00
10406SB=	CAT II LDLC GTR 130	1527	NON TEST	$0.00
10815X=	CONSULT, SPECIMEN A	11	NON TEST	$0.00
11363SB=	CHLAMYDIA/N. GONORRHOEAE RNA, TMA, UROGENITAL	1212	$24.00	$29,088.00
12084RXE=	MONKEYPOX VIRUS DNA, QL REAL TIME PCR	4	$77.00	$308.00
14471X=	SUREPATH PAP	2	$21.50	$43.00
14499X=	SUREPATH PAP W/REFL HPV mRNA E6/E7	147	$21.50	$3,160.50

36555RQEZ=	PLASMINOGEN ACTIVATOR INHIBITOR (PAI-1) AG	4	$35.00	$140.00
36564RXE=	MUMPS VIRUS AB (IGG,IGM), DIAGNOSTIC	1	$24.00	$24.00
36565RXE=	MUMPS VIRUS ANTIBODY (IGM)	1	$12.00	$12.00
36742RQEZ=	ESTROGENS, FRACTIONATED, LC/MS	1	$25.00	$25.00
3679SB=	TOXOPLASMA ANTIBODY (IGG)	128	$22.50	$2,880.00
37056RQEZ=	HISTONE ANTIBODIES	2	$7.76	$15.52
37091RAMD=	CREATINE, SERUM	1	$11.30	$11.30
37386SB=	B TYPE NATRIURETIC PEPTIDE (BNP)	33	$20.50	$676.50
37478RXE=	RICKETTSIAL DISEASE PANEL	2	$150.00	$300.00
37740RQEZ=	COPEPTIN	1	$29.43	$29.43
377RQEZ=	CREATINE KINASE ISOENZYMES W/O TOTAL	6	$15.00	$90.00
37811RXE=	HEPATITIS C VIRAL RNA GENOTYPE, LIPA	45	$195.00	$8,775.00
38683RQEZ=	TRAB	3	$27.24	$81.72
38928RQEZ=	SOLUBLE LIVER ANTIGEN (SLA) AUTOANTIBODY	2	$12.21	$24.42
38930SB=	SPECIMEN INTEGRITY COMPROMISED	102	NON TEST	$0.00
38945RXE=	ADENOVIRUS AG DETECTION, GASTROENTERITIS, EIA	1	$28.77	$28.77
389X=	CULTURE, BLOOD	7	$9.60	$67.20
391SB=	BIOTIN (VITAMIN B7)	2	$75.81	$151.62
392X=	AEROBIC BACTERIUM ID AND SUSCEPTIBILITY	108	$21.12	$2,280.96
39437SB=	HOLD PCR	17	NON TEST	$0.00
394X=	CULTURE, THROAT	4	$7.70	$30.80
395X=	CULTURE, URINE, ROUTINE	107	$6.66	$712.62
40085SB=	HIV 1 RNA, QUANTITATIVE REAL TIME PCR	466	$49.00	$22,834.00
418SB=	DIGOXIN	1	$20.00	$20.00
439RQEZ=	ESTROGEN, TOTAL, SERUM	27	$15.00	$405.00
4439SB=	VARICELLA ZOSTER VIRUS ANTIBODY (IGG)	85	$9.60	$816.00
449RQEZ=	NONESTERIFIED FATTY ACIDS (FREE FATTY ACIDS)	3	$25.00	$75.00
508SB=	HEPATITIS A AB, TOTAL	1	$11.77	$11.77
5259SB=	MEASLES, MUMPS, AND RUBELLA (MMR) AB (IGG) PANEL, IMMUNE STATUS	21	$26.90	$564.90
5463SB=	URINALYSIS, COMPLETE	4	$2.50	$10.00
585SB=	LACTIC ACID, PLASMA	0	$25.00	$0.00
5869SSB=	S. PNEUMONIAE IGG AB, 23 SEROTYPES	1	$348.04	$348.04
599SBX=	LEAD (VENOUS)	12	$8.60	$103.20
613SB=	LITHIUM	7	$7.70	$53.90
618RQEZ=	COMPLEMENT, TOTAL (CH50)	1	$8.62	$8.62
6339SB=	TRICHLOROETHYLENE, BLOOD	0	$125.00	$0.00
6419RXE=	RICKETTSIA (RMSF) IGG,IGM W/REFL TO TITERS	1	$20.03	$20.03
6421SB=	EPSTEIN BARR VIRUS ANTIBODY PANEL	7	$28.80	$201.60
6447SB=	HSV 1/2 IGG,TYPE SPECIFIC AB	106	$19.20	$2,035.20
6448SB=	URINALYSIS MACROSCOPIC	2	$1.15	$2.30
6641X=	SUSCEPTIBILITY, AEROBIC BACTERIUM	1	$10.00	$10.00
6653XRGA=	OVA AND PARASITES, CONC/PERM SMEAR, 2 SPEC	21	$18.00	$378.00
6732SB=	CYTOMEGALOVIRUS ANTIBODIES (IGG,IGM)	3	$16.65	$49.95
681X=	OVA AND PARASITES, CONC AND PERM SMEAR	40	$9.00	$360.00
70159RQEZ=	ANCA SCREEN WITH MPO AND PR3 WITH REFLEX TO ANCA TITER	4	$78.02	$312.08
706XRGA=	ROTAVIRUS ANTIGEN DETECTION	1	$14.40	$14.40
7079RQEZX=	LUPUS ANTICOAGULANT EVALUATION WITH REFLEX	1	$17.30	$17.30
7085B=	PHENOBARBITAL	1	$4.52	$4.52
7137SBX=	FSH AND LH	1	$6.20	$6.20
7600SB=	LIPID PANEL, STANDARD	6015	$2.40	$14,436.00
760RQEZ=	PROINSULIN	1	$16.93	$16.93
763SB=	PARTIAL THROMBOPLASTIN TIME, ACTIVATED	1	$3.20	$3.20
7909SB=	URINALYSIS REFLEX	2	$1.15	$2.30
7998SB=	HEMOGLOBIN + HEMATOCRIT	1190	$0.68	$809.20
8008SB=	HCG, TOTAL, QL (REFL)	1	$1.54	$1.54
8018SB=	TSH (REFL)	0	$2.50	$0.00
802SB=	RUBELLA AB (IGG), IMMUNE STATUS	65	$1.90	$123.50
805XRGA=	SALICYLATE	2	$24.00	$48.00
823SB=	ALT	5	$1.90	$9.50
8268SB=	ANA SCREEN, IFA, W/REFL TITER/PATTERN (REFL)	1	$4.68	$4.68
8625X=	GIARDIA AG, EIA, STOOL	1	$25.31	$25.31
8837SBX=	PTH, INTACT AND CALCIUM	10	$59.50	$595.00
90367RQEZ=	LEPTIN	1	$12.45	$12.45
90389X=	CRYPTOSPORIDIUM ANTIGEN, EIA	2	$12.00	$24.00
906RXE=	COCCIDIOIDES AB, CF,SERUM	5	$7.00	$35.00
90963RQEZ=	T3 REVERSE, LC/MS/MS	2	$26.90	$53.80
91065RQEZ=	BCR ABL1 GENE REARRANGEMENT, QN PCR	2	$151.00	$302.00
91431SB=	HIV 1/2 ANTIGEN/ANTIBODY,FOURTH GENERATION W/RFL	953	$3.40	$3,240.20
91664X=	CLOSTRIDIUM DIFFICILE TOXIN/GDH W/REFL TO PCR	15	$22.89	$343.35

Meeting Date: 9/3/2024 **Consent Agenda 59.**

SUBJECT
Consideration to award supply contract number FY24-095 to the following low bidders:

1. Chemrite Chemicals, Buford, Georgia;
2. Brenntag Southwest, Lancaster, Texas;
3. Chemtrade Chemicals, Parsippany, New Jersey;
4. Polydyne, Inc., Riceboro, Georgia;
5. Univar Solutions USA Inc., Kent, Washington;
6. Pencco, Inc., San Felipe, Texas;
7. Hawkins Inc., Roseville, Minnesota;

in an annual amount of up to $5,225,000.00 and a two-year total of $10,450,000.00 for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon availability of appropriated funds. This contract has three one year extension periods. All chemicals will be purchased on as needed basis. Funding is available in the Waterworks and Sewer Systems Funds

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received nine bids through Cit-E-Bid for the purchase of water and wastewater treatment chemicals for the Utilities Department. Staff is recommending that these contracts be awarded to the low bidders listed below for the purchase of chemicals used in the water and wastewater treatment process. In order to maintain flexibility and surges in demand, staff is recommending that items 10 and 14 have Chemtrade Chemicals as a primary vendor and Pencco, Inc., as a secondary vendor. The term of this contract shall be for a period of two years beginning as of the date of its execution. The contract may be extended for three, additional one year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Summary:

Vendor	Chemical	Unit Price
Univar Solutions	Liquid Sodium Hydroxide (50%) lbs.	$0.22
	Liquid Sodium Hydroxide (25%) lbs.	$0.13
Hawkins, Inc.	Liquid Sodium Hydroxide (50%) Tote	$1,575.00
Chemrite Chemicals	Calcium Hypochlorite lbs.	$2.19
Brenntag Southwest	Liquid Chlorine (200 lb. Cylinder)	$2,475.00
Chemtrade Chemicals	Liquid Aluminum Sulfate (50%) lbs.	$0.0946

	Liquid Ammonium Sulfate (Primary Vendor)	$0.158
Chemtrade Chemicals	Liquid Ammonium Sulfate 1% (Primary Vendor)	$0.1245
	Liquid Ammonium Sulfate (38%-40%) lbs. (Primary Vendor)	$0.158
Pencco, Inc.	Liquid Ammonium Sulfate (Secondary Vendor)	$0.149
	Liquid Ammonium Sulfate (38%-40%) lbs. (Secondary Vendor)	$0.149
Polydyne, Inc.	Cationic Polymer Average lbs.	$0.890
	Anionic Polymer (270 Gal. Tote)	$1.59
	Wastewater Polymer lbs.	$1.77
	Wastewater Polymer (55 Gallon Drum)	$3,657.00

A bid tabulation and contracts are attached for review.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Approval of motion.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Yes
Source of Funds:	Waterworks and Sewer Systems' Operating Budgets
Account #:	557-4120-532-3860 & 559-4210-532-3860
Change Order: Exceeds 25% Y/N:	No

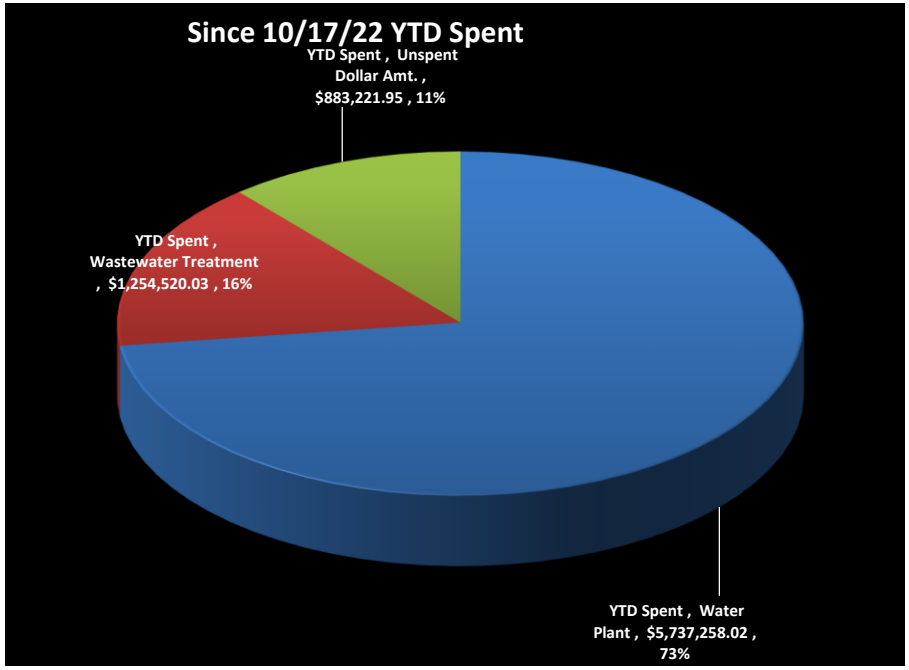
FINANCIAL IMPACT:
The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, these contracts become null and void.

FY23-001 Water Chemicals Contract

Location	Company		Blanket PO	Open/Closed	Po Amt	YTD Spent	On Order	Po Balance
Water Treatment	Chemtrade	Liquid Amonium Sulfate	369648	Open	$ 1,502,955.99	$ 1,456,441.97	$ -	$ 46,514.02
	Chemtrade	Liquid Aluminum Sulfate	369647	Open	$ 970,000.00	$ 880,781.22	$ -	$ 89,218.78
	Brenntag Southwest	Chlorine Ton Cylinders	369649	Open	$ 2,850,000.00	$ 2,826,418.14	$ -	$ 23,581.86
	DPC Industries	Liquid Chlorine 150lb	370476	Closed	$ 22,003.01	$ 22,003.01	$ -	$ -
	PVS DX	Liquid Chlorine	388614	Open	$ 30,000.00	$ 10,001.88	$ -	$ 19,998.12
	Polydyne	CLARIFLOC 210/308 Polymer	369650	Open	$ 563,500.00	$ 541,611.80	$ -	$ 21,888.20
Wastewater Treatment	Polydyne	Wastewater Polymer	369390	Open	$ 920,000.00	$ 509,619.50	$ 55,352.00	$ 355,028.50
	Chemrite	Calcium Hypochlorite Dry	370121	Open	$ 28,500.00	$ 27,495.00	$ -	$ 1,005.00
	Brenntag Southwest	Liquid Chlorine Ton Cylinder	369393	Open	$ 928,000.00	$ 682,773.00	$ 95,160.00	$ 150,067.00
	PVS DX	Liquid Chlorine 150lb	388472	Open	$ 35,045.54	$ 9,637.07	$ -	$ 25,408.47
	DPC Industries	Liquid Chlorine 150lb	369389	Closed	$ 24,995.46	$ 24,995.46	$ -	$ -
				Totals	$ 7,875,000.00	$ 6,991,778.05	$ 150,512.00	$ 732,709.95

	YTD Spent
Water Plant	$ 5,737,258.02
Wastewater Treatment	$ 1,254,520.03
Utilities Total	$ 6,991,778.05
Beginning Dollar Amt.	$ 7,875,000.00
Unspent Dollar Amt.	$ 883,221.95

Contract Approved by City Council 10/17/2022	
Contract Amendment Approved on 11/6/2023	$ 7,875,000.00
Total Issued Po Amount	$ 7,875,000.00
Contract Balance as of 8/15/2024	$ -



	YTD Spent
Water Plant	$ 5,737,258.02
Wastewater Treatment	$ 1,254,520.03
Unspent Dollar Amt.	$ 883,221.95

FY24-095 Water Treatment Chemicals Summary

		Polydyne	Baker Services	IFrida	Chemtrade	Univar Solutions	Chemrite	Hawkins	Pencco	Brenntag
Item		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Liquid Sodium Hydroxide (50%)			$32,430.00		$.22		$11,938.00		$16,450.00 or $.35
2	Liquid Sodium Hydroxide (50%)							$1,575.00		$1,680.00
3	Liquid Sodium Hydroxide (25%)					$.13		$8,544.00		$14,100.00 or $.30
4	Calcium Hypochlorite						$2.19			$319.00 or $3.19
5	Liquid Chlorine									$2,475.00
6	Liquid Chlorine (150 lbs. cylinders)									
7	Liquid Aluminum Sulfate			$11,040.00	$4,540.80 or $.0946					
8	Cationic Polymer Average	$40,500.00 or $.890								
9	Anionic Polymer (270 Gal. Tote)	$3,657.00 or $1.59								
10	Liquid Ammonium Sulfate		$9,950.00		$7,900.00 or $.158 Primary Vendor	$.24			$7,450.00 or $.149 Wet Secondary Vendor	$10,000.00 or $1.10
11	Liquid Aluminum Sulfate with 1% Copper Sulfate				$5,976.00 or $.1245					
12	Wastewater Polymer	$44,250.00 or $1.77								
13	Wastewater Polymer (55 Gal. drums)	$3,657.00 or $1.77								
14	Liquid Ammonium Sulfate (38%-40%)		$9,744.00		$7584.00 or $.158 Primary Vendor	$.24			$7,152.00 or $.149 Secondary Vendor	$9,600.00 or $.20

Water Treatment

Wastewater Treatment

Lines 10 &14: **Primary & Secondary Awards**: After careful consideration, we have decided to designate Chemtrade Chemicals US LLC as our primary chemical vendor for the chemical “Liquid Ammonium Sulfate (38-40%)”. Their excellent track record of providing reliable service, coupled with their consistent ability to meet our needs, makes them the ideal choice for our operations. Chemtrade's commitment to quality and their robust supply chain have continually proven to be an invaluable asset to the city. In addition to this, we will be retaining Pencco, Inc. as our secondary chemical vendor. While Chemtrade will handle the majority of our requirements, having Pencco, Inc. as a backup ensures that we maintain flexibility and can quickly adapt to any unforeseen circumstances or surges in demand. This dual-vendor strategy will help us secure a reliable supply of chemicals while also allowing us to leverage the strengths of both companies.

				Polydyne Inc.		Baker Services, Inc.		iFrida		Chemtrade Chemicals US LLC	
				Total Price	$875,145.00	Total Price	$984,700.00	Total Price	$1,892,670.00	Total Price	$2,299,136.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I –Chemical Bid Price ScheduleNote: Unit price shall include fr	1	EA	$875,145.00	$875,145.00	$984,700.00	$984,700.00	$1,892,670.00	$1,892,670.00	$2,299,136.00	$2,299,136.00
1.1	Liquid Sodium Hydroxide (50%)Average order (47,000 lbs.)	9	Bulk (lbs)	No Bid		No Bid		$32,430.00		No Bid	
1.2	Liquid Sodium Hydroxide (50%)Average order (275 Gal. Tote)	9	275 Gallon Tote (Gallon)	No Bid		No Bid		No Bid		No Bid	
1.3	Liquid Sodium Hydroxide (25%)Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid	
1.4	Calcium HypochloriteAverage order (40 drums)	90	100 lb. Drums	No Bid		No Bid		No Bid		No Bid	
1.5	Liquid ChlorineAverage order (2,000 lbs. cylinders)	1120	2000 lb.Cylinder	No Bid		No Bid		No Bid		No Bid	
1.6	Liquid ChlorineAverage order (150 lbs. cylinders)	630	150 lb Cylinder	No Bid		No Bid		No Bid		No Bid	
1.7	LiquidAluminum Sulfate(50%)Average order (48,000 lbs.)	145	Bulk (lbs)	No Bid		No Bid		$11,040.00		**$4,540.80**	
1.8	Cationic PolymerAverage order (45,000 lbs.)	10	Bulk (lbs.)	**$40,050.00**		No Bid		No Bid		No Bid	
1.9	AnionicPolymerAverage order (270 Gal. Tote)	10	270 Gallon Tote (Gallon)	**$3,657.00**		No Bid		No Bid		No Bid	
1.10	Liquid Ammonium SulfateAverage order (50,000 lbs.)	50	Bulk (lbs.)	No Bid		$9,950.00		No Bid		$7,900.00	
1.11	Liquid Aluminum Sulfate with 1% Copper SulfateAverage order (48,000 lbs.)	145	Bulk (lbs.)	No Bid		No Bid		No Bid		**$5,976.00**	
1.12	Wastewater PolymerAverage order (25,000 lbs.)	9	Bulk (lbs.)	**$44,250.00**		No Bid		No Bid		No Bid	
1.13	Wastewater PolymerAverage order (55 Gal. drums)	50	55 gallon drum	**$796.50**		No Bid		No Bid		No Bid	
1.14	Liquid Ammonium Sulfate (38%-40%)Average order (48,000 lbs.)	50	Bulk (lbs).	No Bid		$9,744.00		No Bid		$7,584.00	

				Univar Solutions USA Inc.		Chemrite, Inc.		Hawkins Inc.		Pencco, Inc	
				Total Price	$27.14	Total Price	$197.10	Total Price	$198,603.00	Total Price	$730,100.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I –Chemical Bid Price ScheduleNote: Unit price shall include fr	1	EA	**$27.14**	$27.14	$197.10	$197.10	$198,603.00	$198,603.00	$730,100.00	$730,100.00
1.1	Liquid Sodium Hydroxide (50%)Average order (47,000 lbs.)	9	Bulk (lbs)	**$0.22**		No Bid		$11,938.00		No Bid	
1.2	Liquid Sodium Hydroxide (50%)Average order (275 Gal. Tote)	9	275 Gallon Tote (Gallon)	No Bid		No Bid		**$1,575.00**		No Bid	
1.3	Liquid Sodium Hydroxide (25%)Average order (47,000 lbs.)	9	Bulk (lbs.)	**$0.13**		No Bid		$8,554.00		No Bid	
1.4	Calcium HypochloriteAverage order (40 drums)	90	100 lb. Drums	No Bid		**$2.19**		No Bid		No Bid	
1.5	Liquid ChlorineAverage order (2,000 lbs. cylinders)	1120	2000 lb.Cylinder	No Bid		No Bid		No Bid		No Bid	
1.6	Liquid ChlorineAverage order (150 lbs. cylinders)	630	150 lb Cylinder	No Bid		No Bid		No Bid		No Bid	
1.7	LiquidAluminum Sulfate(50%)Average order (48,000 lbs.)	145	Bulk (lbs)	No Bid		No Bid		No Bid		No Bid	
1.8	Cationic PolymerAverage order (45,000 lbs.)	10	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid	
1.9	AnionicPolymerAverage order (270 Gal. Tote)	10	270 Gallon Tote (Gallon)	No Bid		No Bid		No Bid		No Bid	
1.10	Liquid Ammonium SulfateAverage order (50,000 lbs.)	50	Bulk (lbs.)	**$0.24**		No Bid		No Bid		$7,450.00	
1.11	Liquid Aluminum Sulfate with 1% Copper SulfateAverage order (48,000 lbs.)	145	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid	
1.12	Wastewater PolymerAverage order (25,000 lbs.)	9	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid	
1.13	Wastewater PolymerAverage order (55 Gal. drums)	50	55 gallon drum	No Bid		No Bid		No Bid		No Bid	
1.14	Liquid Ammonium Sulfate (38%-40%)Average order (48,000 lbs.)	50	Bulk (lbs).	**$0.24**		No Bid		No Bid		$7,152.00	

				Brenntag Southwest, Inc.	
				Total Price	$4,070,780.00
Line #	Description	QTY	UOM	Unit	Extended
1	Section I –Chemical Bid Price ScheduleNote: Unit price shall include fr	1	EA	$4,070,780.00	$4,070,780.00
1.1	Liquid Sodium Hydroxide (50%)Average order (47,000 lbs.)	9	Bulk (lbs)	$16,450.00	
1.2	Liquid Sodium Hydroxide (50%)Average order (275 Gal. Tote)	9	275 Gallon Tote (Gallon)	$1,680.00	
1.3	Liquid Sodium Hydroxide (25%)Average order (47,000 lbs.)	9	Bulk (lbs.)	$14,100.00	
1.4	Calcium HypochloriteAverage order (40 drums)	90	100 lb. Drums	$319.00	
1.5	Liquid ChlorineAverage order (2,000 lbs. cylinders)	1120	2000 lb.Cylinder	**$2,475.00**	
1.6	Liquid ChlorineAverage order (150 lbs. cylinders)	630	150 lb Cylinder	No Bid	
1.7	LiquidAluminum Sulfate(50%)Average order (48,000 lbs.)	145	Bulk (lbs)	No Bid	
1.8	Cationic PolymerAverage order (45,000 lbs.)	10	Bulk (lbs.)	No Bid	
1.9	AnionicPolymerAverage order (270 Gal. Tote)	10	270 Gallon Tote (Gallon)	No Bid	
1.10	Liquid Ammonium SulfateAverage order (50,000 lbs.)	50	Bulk (lbs.)	$10,000.00	

1.11	Liquid Aluminum Sulfate with 1% Copper SulfateAverage order (48,000 lbs.)	145	Bulk (lbs.)	No Bid
1.12	Wastewater PolymerAverage order (25,000 lbs.)	9	Bulk (lbs.)	No Bid
1.13	Wastewater PolymerAverage order (55 Gal. drums)	50	55 gallon drum	No Bid
1.14	Liquid Ammonium Sulfate (38%-40%)Average order (48,000 lbs.)	50	Bulk (lbs).	$9,600.00

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Laredo
TEXAS

FY24-095

FY24-095 Water & Wastewater Treatment Chemicals

Issue Date: 7/22/2024
Questions Deadline: 7/26/2024 02:00 PM (CT)
Response Deadline: 8/8/2024 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

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

Event Information

Number:	FY24-095
Title:	FY24-095 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	7/22/2024
Question Deadline:	7/26/2024 02:00 PM (CT)
Response Deadline:	8/8/2024 05:00 PM (CT)
Notes:	******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Ship To Information

Contact: Mario I. Maldonado Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf Download
Non-Collusive Affidavit Form

Bid Tab FY23-001.pdf Download
FY23-001 Bid Tab Last Contract

FY24-095_Form_1295.pdf Download
FY24-095 Form 1295

FY24-095 COQ FORM AND INSTRUCTIONS (1).pdf Download
FY24-095 Conflict of Interest Instructions

FY24-095 Water & Wastewater Chemicals.pdf Download
FY24-095 Water & Wastewater Chemicals

Bid Attributes

1 Award by Item

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

☑ Yes

(Optional: Check if applicable)

2 Questionnaire Description

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

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

Polydyne Inc.

Boyd Stanley, Sr. Vice-President (800) 848-7659 Option 2

(Required: Maximum 1000 characters allowed)

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

In excess of 28 years

(Required: Maximum 1000 characters allowed)

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

Not Applicable

(Required: Maximum 4000 characters allowed)

6 State if the Company is a certified minority business enterprise No Polydyne Inc. is not a MBE.

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

7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? **No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a public contract. No government or other public entity has requested/required enforcement of any of its rights under a surety agreement.** *(Required: Maximum 4000 characters allowed)*
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? **Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.** *(Required: Maximum 4000 characters allowed)*
9	**State if the Company is a certified minority business enterprise** ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC) ☐ Disadvantaged Business Enterprise (DBE) ☐ Other ☑ This company is not a certified minority business *(Required: Check only one)*

10 Conflict of Interest Disclosure

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

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

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

☑ Yes ☐ No

(Required: Check only one)

13 Construction Contract

Construction Contract Requires Acknowledgement

☐ Acknowledge

(Required: Check if applicable)

Bid FY24-095 is for the Supply of Water & Wastewater Treatment Chemicals. Construction is not a part of this bid.

14 Disclosure Form

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

15 This is a

☐ New Submission ☐ Correction ☑ Update to previous submission

(Required: Check only one)

16 Question 1. Name of person submitting this disclosure form

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

William B. Stanley, Sr. Vice-President of Polydyne Inc.

(Required: Maximum 1000 characters allowed)

17 **Question 2. Contract Information**

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

FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department

(Required: Maximum 4000 characters allowed)

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

Polydyne Inc. is submitting a bid for FY24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo.

(Required: Maximum 4000 characters allowed)

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

☐ Not Applicable ☑ It applies to my business

(Required: Check only one)

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

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

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

(Optional: Maximum 4000 characters allowed)

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

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

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

(Optional: Maximum 4000 characters allowed)

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

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

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

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

(Optional: Maximum 4000 characters allowed)

25 **Question 7. Disclosure of political contributions**

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

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

26 **Question 7. Disclosure of political contributions**

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

(Optional: Maximum 4000 characters allowed)

27 **Updates on contributions required**

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

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

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

☐ I am aware of conflict of interest ☑ I am not aware of any conflict of interest

(Required: Check only one)

29 **8. Disclosure of Conflict of Interest**

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

(Optional: Maximum 4000 characters allowed)

30 **Question 9. Updates Required**

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

☑ I have read and understand this section

(Required: Check if applicable)

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

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

☑ I have read and understand this section

(Required: Check if applicable)

32 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

(Required: Check if applicable)

33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1.) Boyd Stanley 2.) Sr. Vice-President 3.) Polydyne Inc. 4.) July 31, 2024 *(Required: Maximum 4000 characters allowed)*
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct *(Required: Check if applicable)*
35	**Company Information Questionnaire** ☑ I have completed this section *(Required: Check if applicable)*
36	**Conflict of Interest Questionnaire** ☑ I have completed this section *(Required: Check if applicable)*
37	**Non-Collusive Affidavit** ☑ I have completed and included this form *(Required: Check if applicable)*
38	**Discretionary Contracts Disclosure** ☑ I have completed this section *(Required: Check if applicable)*

39	**Certificate of Interested Parties (Form 1295)** In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☑ I will comply with this form *(Required: Check if applicable)*
40	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of

issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions
(Required: Check if applicable)

41 **Insurance Terms and Conditions**

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

☑ I agree my insurance meets minumum requirements *(Required: Check if applicable)*

Polydyne Inc. carries insurance coverages as indicated in Section 12.0 found on page 6 of 29.

42	**Disqualification & Debarment Certification**

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

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

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

☑ I certify to the terms and conditions
(Required: Check if applicable)

43	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section *(Required: Check if applicable)*

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

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

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

Quantity: 1 UOM: EA Total: $ 875,145.00

Supplier Notes: The Total Price shown is the sum of Polydyne Inc.'s total bids for Package Lines 1.8, 1.9, 1.12 and 1.13.

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Items

1.1

Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes:

☑ No bid
☐ Additional notes *(Attach separate sheet)*

1.2

Liquid Sodium Hydroxide (50%)

Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.3

Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.4

Calcium Hypochlorite

Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.5

Liquid Chlorine

Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.6

Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.7

Liquid Aluminum Sulfate (50%)

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.8

Cationic Polymer

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $ 40,050.00 Total: $ 400,500.00

Supplier Notes: Polydyne Inc. is bidding $0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is $40,050.00. The price for 10 bulk deliveries is $400,500.00.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.9

Anionic Polymer

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) Price: $ 3,657.00 per Tote Total: $ 36,570.00

Supplier Notes: Polydyne Inc. is bidding $1.590/ Pound for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.10

Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.11

Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.12

Wastewater Polymer

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $ 44,250.00 Total: $ 398,250.00

Supplier Notes: Polydyne Inc. is bidding $1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is $44,250.00. The price for 9 of these shipments is $398,250.00.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.13

Wastewater Polymer

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum Price: $ 796.50 per drum Total: $ 39,825.00

Supplier Notes: Polydyne Inc. is bidding $1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pound drums.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.14

Liquid Ammonium Sulfate (38%-40%)

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: Polydyne Inc.

Contact Name: Boyd Stanley, Sr. Vice-President

Address: One Chemical Plant Rd.

Riceboro, GA 31323

Phone: (800) 848-7659 Option 2

Fax: (912) 880-2078

Email: bids@polydyneinc.com

Supplier Notes

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

Boyd Stanley, Sr. Vice-President
Print Name

Boyd Stanley
Signature

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.**

Boyd Stanley, Sr. Vice-President of Polydyne 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, No such relationships exist.

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 Boyd Stanley

Signature of vendor doing business with the governmental entity

Boyd Stanley, Sr. Vice-President

07/31/24

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.

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

Georgia

AFFIDAVIT

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

Liberty

Boyd Stanley

Being first duly sworn, deposes and says:

That he/she is Sr. Vice-President of the firm of Polydyne Inc.
(a Partner of officer of the firm of, etc.)

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

Signature of
~~Bidder, if the Bidder is an individual~~
~~Partner, if the Bidder is a partnership~~
Officer, if the Bidder is a Corporation

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

Notary Public

My commission expires:

My Commission Expires
December 17, 2026

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/26 LIBERTY COUNTY, GA

				Chemrite, Inc.		DPC Industries, Inc.		GZO Technologies LLC		Polydyne Inc.		Chemtrade Chemicals US LLC		Brenntag Southwest, Inc.	
				Total Price	$14,100.00	Total Price	$159,030.00	Total Price	$671,865.00	Total Price	$837,688.00	Total Price	$1,188,832.50	Total Price	$2,803,380.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees	1	EA	$14,100.00	$14,100.00	$159,030.00	$159,030.00	$671,865.00	$671,865.00	$837,688.00	$837,688.00	$1,188,832.50	$1,188,832.50	$2,803,380.00	$2,803,380.00
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	0	Bulk (lbs)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.2	Liquid Sodium Hydroxide (50%) Average order (3,500 gallons.)	5	275 Gallon Tote (Gallon)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	0	Bulk (lbs.)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.5	Calcium Hypochlorite Average order (40 drums)	60	100 lb. Drums	$295.00				No Bid		No Bid		No Bid		$312.00	
1.6	Liquid Chlorine Average order (480 cylinders)	540	2000 lb.Cylinder	No Bid				No Bid		No Bid		No Bid		$2,373.00	
1.7	Liquid Chlorine Average order (180 cylinders)	540	150 lb Cylinder	No Bid		$294.50		No Bid		No Bid		No Bid		No Bid	
1.8	Liquid Aluminum Sulfate (50%) Average order (47,000 lbs.)	75	Bulk (lbs)	No Bid				$8,958.20		No Bid		$4,808.10		$7,332.00	
1.9	Cationic Polymer (C-308) Average order (45,000 lbs.)	10	Bulk (lbs.)	No Bid				No Bid		$38,700.00		No Bid		No Bid	
1.10	Anionic Polymer (Clarifloc 210) Average order (9 totes)	9	270 Gallon Tote (Gallon)	No Bid				No Bid		$3,611.00		No Bid		No Bid	
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.)	27	Bulk (lbs.)	No Bid				No Bid		No Bid		$10,075.00		$12,300.00	
1.12	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (60,000 lbs.)	60	Bulk (lbs.)	No Bid				No Bid		No Bid		$9,270.00		$8,250.00	
1.13	Wastewater Polymer Average order (35,000 lbs.)	6	Bulk (lbs.)	No Bid				No Bid		$54,720.00		No Bid		No Bid	
1.14	Wastewater Polymer Average order (30 drums)	42	55 gallon drum	No Bid				No Bid		$832.50		No Bid		No Bid	
1.15	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid				No Bid				No Bid		$492.00	

Line #
1
1.1
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1.13
1.14
1.15

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.** Polydyne Inc.
Riceboro, GA United States

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

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

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

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Boyd Stanley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Boyd Stanley, Sr. Vice-President, this the 31st day of July, 20 24, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

*********Form does not need to be notarized********

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

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

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

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

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

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

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

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Name of Officer

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

Complete A-B if a conflict exist

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Identify and describe the relationship, if applicable

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

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

Signature of vendor doing business with the governmental entity

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Boyd Stanley, Sr. Vice-President of Polydyne 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, No such relationships exist.

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 Boyd Stanley

Signature of vendor doing business with the governmental entity

Boyd Stanley, Sr. Vice-President

07/31/24

Date

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

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

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

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

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

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

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

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

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

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

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

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

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

12.0 INSURANCE REQUIREMENTS

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

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

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

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

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

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

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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

13.5 CONFLICT OF INTEREST FORMS (Attached)

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

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

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

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

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

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

16.0 DEFINITIONS

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

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

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

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

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

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

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

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

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

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

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

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

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

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

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

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

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

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

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

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

17.4 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

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

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

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

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

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

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

17.5 Cationic Polymer **(Water Treatment Plants)**

Chemical Composition

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

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

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

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

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

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

17.6 Wastewater Sludge Conditioning Polymers **(Wastewater Treatment Plants)**

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

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

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

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

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

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

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

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

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) **(Water Treatment Plants)**

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

The material shall meet the following chemical and physical properties:

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

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

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

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

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

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

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

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

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

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

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

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

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

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

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

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

18.0 Insurance Requirements

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

19.0 Term of Contract

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

20.0 Award of Contract

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

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

20.1 Disclosure of Interested Parties

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

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

21.0 Price Adjustment****

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

22.0 Termination

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

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Polydyne Inc.

Signature of person authorized to sign bid Boyd Stanley Date 07/31/24

Print Name of person authorized to sign bid Boyd Stanley

Title: Sr. Vice-President

Business Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Telephone Number: (800) 848-7659 Option 2 Fax Number: (912) 880-2078

Contact Person Email Address: bids@polydyneinc.com

Federal Tax ID Number: 34-1810283

Bidders Principal/Corporate Place of Business Address: One Chemical Plant Rd., Riceboro, GA 31323

Indicated Status of Business:

Corporation ✓ Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 29 years

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

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

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

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

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

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

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

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

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

Is the Business in arrears in any contract or debt? Yes / (No)

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

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

This company is not a certified minority business: [X]

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

25.0 Tab B Price Schedule

25.1 Section 1: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ No Bid	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ No Bid	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ No Bid	$
4	Calcium Hypochlorite	100 Lbs. Drum	90	$ No Bid	$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$ No Bid	$
6	Liquid Chlorine	150 lbs. Cylinder	630	$ No Bid	$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	$ No Bid	$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$ 40,050.00	$ 400,500.00
9	Anionic Polymer Clarifloc A-210P	270 Gal. Tote	10	$ 3,657.00/tote	$ 36,570.00
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	$ No Bid	$
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	$ No Bid	$
12	Wastewater Polymer Clarifloc CE 1073	25,000 Lbs.	9	$ 44,250.00	$ 398,250.00
13	Wastewater Polymer Clarifloc C-6266	55 Gallon Drum	50	$ 796.50 / drum	$ 39,825.00
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	$ No Bid	$

Company Name: Polydyne Inc.

Owner/President Name: John Pittman, President

Company Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Company Authorized Representative's Signature: Boyd Stanley

Company Representative's Name: Boyd Stanley, Sr. Vice-President

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

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

26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

Boyd Stanley, Sr. Vice-President — Boyd Stanley — 07/31/24
Name — Signature — Date

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**
Boyd Stanley

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
N/A, No such relationships exist.
Name of Officer

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

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

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

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

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

Boyd Stanley — 07/31/24
Signature of person doing business with the governmental entity — Date
Boyd Stanley, Sr. Vice-President

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

Georgia AFFIDAVIT

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

Liberty Boyd Stanley

Being first duly sworn, deposes and says:

That he/she is Sr. Vice-President of the firm of Polydyne Inc.
(a Partner of officer of the firm of, etc.)

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

Signature of:
~~Bidder, if the Bidder is an individual~~
~~Partner, if the Bidder is a Partnership~~
Officer, if the Bidder is a Corporation

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

Notary Public

My commission expires:

My Commission Expires
~~December 17, 2026~~

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/26 LIBERTY COUNTY, GA

28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a ___New Submission or ___Correction or ✓ Update to previous submission.**

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

First	M.I.	Last	Suffix
William	B.	Stanley	

***2. Contract Information.**

a) Contract or Project name(s):

FY24-095 Water & Wastewater Treatment Chemicals

b) Originating Department(s): Utilities Department

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

Name (Print)	Signature	Name (Print)	Signature
Polydyne Inc.			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Please see attached "Polydyne Inc. General Information" sheet.**

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J. Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further
>
> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further
>
> RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further
>
> RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.

Christopher J. Gannon, Secretary

POLYDYNE INC. CORPORATE SEAL 1995 DELAWARE

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

Mark Schlag
Vice President Finance, Assistant Secretary & Treasurer
Date: 7/31/2024

Polydyne Inc.
General Information

Federal Identification No.	34-1810283
State of Incorporation:	Delaware
Date of Incorporation:	August 21, 1995
Administrative Offices:	P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323
Payment Address:	P.O. Box 404642 Atlanta, GA 30384-4642

Board of Directors

John Pittman

Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

*Authorized Signers-Non Officers

Bobby Wise	Controller

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

Rev. 11/2022

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☑ **Updates Required**

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

☑ **No Contract with City Officials or Staff during Contract Evaluation**

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

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

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

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

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

***Oath**

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

Boyd Stanley — Name (Print)

Signature

Title **Sr. Vice-President**

Polydyne Inc. — Company or DBA

07/31/24 — Date

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

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

29.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

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

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

29.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*********

30.0 **Vendors Instructions:**

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

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

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

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

or

Hand Delivered:

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

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
CERTIFICATION OF FILING

Certificate Number:
2024-1194806

Date Filed:
07/31/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Polydyne Inc.
Riceboro, GA United States

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

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

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. [X]

6 UNSWORN DECLARATION

My name is Boyd Stanley, and my date of birth is April 10, 1960

My address is 113 Sir Edward Teach Rd. (street), Midway (city), GA (state) 31320 (zip code), USA (country)

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

Executed in Liberty County, State of Georgia, on the 31st day of July (month), 20 24 (year)

Boyd Stanley
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Andrea Kim
EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8th Floor New York, NY 10036	PHONE (A/C, No, Ext): 212.293-6203 FAX (A/C, No): 212.488.0220 E-MAIL ADDRESS: andrea.kim@epicbrokers.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		10ABR30602	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			IEELCASB5ZFD004	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	10WNR30600	12/31/2023	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	POLLUTION LIABILITY	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	LIMIT: $1,000,000 DEDUCTIBLE; $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Laredo is included as an Additional Insured with respect to General Liability and Automobile Liability as required by written contract and in accordance with the provisions of the policy. Waiver of Subrogation is included under Workers Compensations as required by written contract. Insurance coverage applies on a primary basis as required by contract. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

RE: FY24-095 Water & Wastewater Treatment Chemicals

EXCESS LIABILITY POLICY PROVIDES ADDITIONAL EXCESS LIMITS OVER THE PRIMARY $1M POLLUTION LIABILITY POLICY.

CERTIFICATE HOLDER

City of Laredo
1110 Houston Street
Laredo, TX 78040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea Kim

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Randal Vickery

From: Randal Vickery
Sent: Tuesday, July 30, 2024 11:49 AM
To: 'ealdape@ci.laredo.tx.us'
Cc: US-RIC-Polydyne Bid Dept.; Marcus Ortiz; Rick Johnson
Subject: FY24-095 (FY24-095 Water

Tracking:

Recipient	Delivery	Read
'ealdape@ci.laredo.tx.us'		
US-RIC-Polydyne Bid Dept.		
Marcus Ortiz	Delivered: 7/30/2024 11:49 AM	Read: 7/30/2024 4:19 PM
Rick Johnson	Delivered: 7/30/2024 11:49 AM	Read: 7/30/2024 3:08 PM
plocke@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
randalv@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
pamm@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
rbeasley@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
swells@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
tkelso@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
Peggy Locke		Read: 7/30/2024 3:34 PM

Mr. Aldape,

While reviewing the documents for Event FY24-095 for Water & Wastewater Treatment Chemicals, we noticed that Professional Liability, Errors & Omissions coverage has been added to Section 41 of the Bid Attributes as Item D, while in Section 12.0 Item D is Pollution Liability. While Pollution Liability is applicable to a contract for the supply of chemicals Professional Liability is not. It is our belief that the City correctly intended for Pollution Liability to be listed as Item D in both sections, as it was in the previous bid. Professional Liability coverage is normally required for professions that market their expertise or professional opinion, such as Physicians, Attorneys or Engineers. Event 24-095 is for the supply of Water and Wastewater Treatment Chemicals. Vendors awarded contracts as a result of the subject bid event will be invoicing the City of Laredo for quantities of chemicals (tangible products) shipped to the City by the vendor, not professional expertise. The products bid are determined by testing or, in the case of Polydyne, are currently in use at the City's facilities. Due to determination that Polydyne Inc's role as a polymer supplier to its customers does not rise to a level that would warrant the need for this type of coverage by our Insurance Broker and our Legal Counsel, Polydyne Inc. does not carry this type of coverage.

As mentioned above, we believe that the City's intent was that Pollution Liability, an applicable coverage that Polydyne Inc. and any other chemical supplier would carry, be listed as Item D. We are alerting you to this discrepancy so that it may be corrected.

Best regards,

Randal Vickery
Bid and Contract Coordinator

SNF
WATER SCIENCE

Polydyne Inc.
Ph.: (912) 880-2035
Fax: (912) 880-2078

Randal Vickery

From: Enrique Aldape III <ealdape@ci.laredo.tx.us>
To: Randal Vickery
Sent: Tuesday, July 30, 2024 11:49 AM
Subject: Read: FY24-095 (FY24-095 Water

Your message

To: Enrique Aldape III
Subject: FY24-095 (FY24-095 Water
Sent: Tuesday, July 30, 2024 10:48:35 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, July 30, 2024 10:48:53 AM (UTC-06:00) Central Time (US & Canada).

AFFIDAVIT OF COMPLIANCE

Polydyne Inc. hereby affirms that Clarifloc C-308P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard #AWWA B-451-23 of the American Water Works Association (AWWA).

CLARIFLOC C-308P contains no Acrylamide or Epichlorohydrin.

Polydyne Inc. hereby affirms that Clarifloc A-210P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard #AWWA B-453-19 of the American Water Works Association (AWWA).

CLARIFLOC A-210P contains no Epichlorohydrin

Product Bulletins and Safety Data Sheets for each product are attached.

The official NSF Listing, Safety Data Sheet and Product Data Sheet are attached.

POLYDYNE INC.

Boyd Stanley
Sr. Vice-President

07/31/24
Date

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, August 5, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=37260&Standard=060&

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

Polydyne Incorporated
P.O. Box 279
Riceboro, GA 31323
United States
800-848-7659
Visit this company's website
(http://www.polydyneinc.com)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L

Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FLOPAM™ EM 230 PWG	Coagulation & Flocculation	3mg/L
FLOPAM™ EM 235 PWG	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Riceboro, GA

Miscellaneous Water Supply Products[1] [2]

Trade Designation	*Product Function*	*Max Use*
Flosperse 30 S	Well Cleaning Aid Well Drilling Aid	NA

[1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.

[2] These products are designed to be flushed out prior to using the system for drinking

water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:

- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level.
- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
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Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L

Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 587C	Coagulation & Flocculation	50mg/L
FBS 591C	Coagulation & Flocculation	50mg/L
FBS 592C	Coagulation & Flocculation	25mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
CLARIFLOC A-3345P	Coagulation & Flocculation	1mg/L
CLARIFLOC C-6246 PWG	Coagulation & Flocculation	3mg/L
CLARIFLOC C-6256 PWG	Coagulation & Flocculation	3mg/L
CLARIFLOC® C-6241 PWG	Coagulation & Flocculation	1mg/L
Clarifloc C-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6242 PWG	Coagulation & Flocculation	1mg/L

Clarifloc® C-6257 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 A PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FBS 7000PWG	Coagulation & Flocculation	3mg/L
FBS 930PWG	Coagulation & Flocculation	1mg/L
FBS A-103PWG	Coagulation & Flocculation	1mg/L
FBS A104PWG	Coagulation & Flocculation	3mg/L
FBS C1285PWG	Coagulation & Flocculation	3mg/L
FBS C294PWG	Coagulation & Flocculation	3mg/L
FBS C8415PWG	Coagulation & Flocculation	1mg/L
FBS-A192PWG	Coagulation & Flocculation	1mg/L
FLOPAM™ EM 533 PWG	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]

Trade Designation	*Product Function*	*Max Use*
CLARIFLOC® C-369	Coagulation & Flocculation	10mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Polyacrylate[1] [2]

Trade Designation	*Product Function*	*Max Use*

Flosperse 30	Distillation Antiscalant Reverse Osmosis Antiscalant	20mg/L

[1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.

[2] These products are designed to be flushed out prior to using the system for drinking water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:

- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level.
- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L

Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility : Plaquemine, LA

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Clarifloc A-210P	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Pearlington, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L

Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 521N	Coagulation & Flocculation	50mg/L

Polyamines[PY]

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 204

Processing time was 0 seconds

SNF
WATER SCIENCE

POLYDYNE

CLARIFLOC C-308P POLYMER

CHARACTERISTICS

CLARIFLOC C-308P polymer is a **low** molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-308P is **NSF certified** for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.4 - 8.9 Lbs/Gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-308P is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% is highly recommended for all clarification applications because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.03 - 1.05
% Active	19.0 - 22.0
Product Viscosity	80 - 180 cPs
Product pH	5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-308P has a suggested in-plant storage life of one year in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-308P, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-308P is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-308P, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-308P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components
Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible in water.
o) Partition coefficient n-octanol/water (log value):	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg.
Acute inhalation toxicity:	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
Skin corrosion/irritation:	Not irritating.
Serious eye damage/eye irritation:	Slightly irritating.
Respiratory/skin sensitisation:	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	By analogy with similar substances, this substance is not expected to be carcinogenic.

Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
Effects on terrestrial organisms:	Exposure to soil is unlikely.
Sediment toxicity:	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc: ~0

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

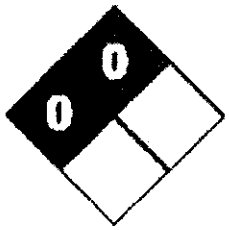
Not concerned.

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	0
Instability:	0



HMIS:

Health:	0
Flammability:	0
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 23.01.a

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF
WATER SCIENCE

POLYDYNE

CLARIFLOC A-210P POLYMER

PRINCIPAL USES

CLARIFLOC A-210P is a **medium** charge anionic polyacrylamide in emulsion form that is used as a fl occulant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-210P isNSFcertifiedforclarification of potable water at dosages up to 3 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	30 %
Active Polyacrylamide Min.	29
Freezing Point	7 F. (-14 C.)
Density	8.7 - 8.9
Viscosity (0.5% Sol'n)	700 - 900 cPs

PREPARATION AND FEEDING

CLARIFLOC A-210P is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	7.5 - 9.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-210P, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal contain-ers. Do not spray water onto a spill because the resulting gel is very diffi cult to clean up.

SAFETY INFORMATION

CLARIFLOC A-210P is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **Polydyne** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon tote bins containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(912) 884-3366

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF Health·Safety Environment

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ A-210P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 45%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Avoid contact with skin and eyes. Spills produce extremely slippery surfaces. Do not touch or walk through spilled material.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
Breathing apparatus needed only when aerosol or mist is formed. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

d) Additional advice:
Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.

h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	No data available.
q) Decomposition temperature:	> 150°C
r) Viscosity:	No data available.
s) Kinematic viscosity:	> 20.5 mm^2/s @40°C
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L (Estimated) LC50/Oncorhynchus mykiss/96 hours > 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L (Estimated)
Acute toxicity to algae:	IC50/Algae/72 hours > 100 mg/L (Estimated)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1000 mg/L

Toxicity to microorganisms: EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish: LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)

Acute toxicity to invertebrates: EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

Acute toxicity to algae: IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

Chronic toxicity to fish: No data available.

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)

Toxicity to microorganisms: EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation: Not readily biodegradable.

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

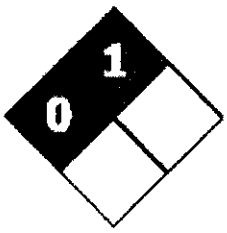
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENAC001A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF
WATER SCIENCE

POLYDYNE

CLARIFLOC CE-1073 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1073 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.5 - 8.7 lbs/gal
Specific Gravity	1.02 - 1.04
Cationicity	60 %
Active Polyacrylamide Min.	42 %
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC CE-1073 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	45 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	3.3 - 4.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 12 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1073, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-1073 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-1073 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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Polydyne Inc. • 1 Chemical Plant Road • Riceboro, GA 31323 • Tel 800.848.7659 • Fax 912.880.2078 • www.polydyneinc.com

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ CE-1073**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow):	Not applicable.
Bioconcentration factor (BCF):	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow):	3 - 6
Bioconcentration factor (BCF):	No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow):	> 3
Bioconcentration factor (BCF):	No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

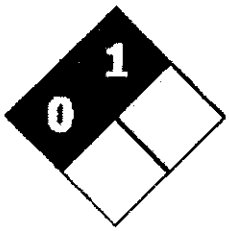
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF
WATER SCIENCE

POLYDYNE

CLARIFLOC C-6266 POLYMER

PRINCIPAL USES

CLARIFLOC C-6266 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7
Specific Gravity	1.02 - 1.04

PREPARATION AND FEEDING

CLARIFLOC C-6266 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC C-6266 , sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC C-6266 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

C-6266 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-6266**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

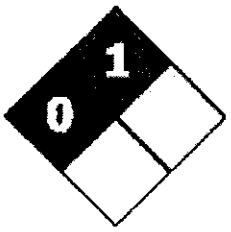
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

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

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

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

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

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) (Water Treatment Plants)

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

The material shall meet the following chemical and physical properties:

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

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

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

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

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

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

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

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

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

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

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

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

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

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

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

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

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

18.0 Insurance Requirements

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

19.0 Term of Contract

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

20.0 Award of Contract

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

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

20.1 Disclosure of Interested Parties

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

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

21.0 Price Adjustment****

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

22.0 Termination

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

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Pencco, Inc.

Signature of person authorized to sign bid Sarah Duffy Date 8/6/24

Print Name of person authorized to sign bid Sarah Duffy

Title: Bid Director

Business Address: P.O. Box 600

City, State, Zip Code: San Felipe, TX 77473

Telephone Number: 979 885 0005 Fax Number: 979 885 3208

Contact Person Email Address: sarah@pencco.com

Federal Tax ID Number: 74-2333384

Bidders Principal/Corporate Place of Business Address: 831 Bartlett Road, Sealy, TX 77474

Indicated Status of Business:

Corporation X Partnership ____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 40 years

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

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

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

Is any litigation pending against the Business? Yes / (No)

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

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

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

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

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

Is the Business in arrears in any contract or debt? Yes / (No)

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

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

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

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

This company is not a certified minority business: ☑

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

25.0 Tab B Price Schedule

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

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ No Bid	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ No Bid	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ No Bid	$
4	Calcium Hypochlorite	100 Lbs. Drum	90	$ No Bid	$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$ No Bid	$
6	Liquid Chlorine	150 lbs. Cylinder	630	$ No Bid	$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	$ No Bid	$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$ No Bid	$
9	Anionic Polymer	270 Gal. Tote	10	$ No Bid	$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	$ 0.149/lb	$ 372500.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	$ No Bid	$
12	Wastewater Polymer	25,000 Lbs.	9	$ No Bid	$
13	Wastewater Polymer	55 Gallon Drum	50	$ No Bid	$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	$ 0.149/lb	$ 357600.00

Company Name: Pencco, Inc.

Owner/President Name: R. L. Horne, President

Company Address: P.O. Box 600

City, State, Zip Code: San Felipe, TX 77473

Company Authorized Representative's Signature: Sarah Duffy

Company Representative's Name: Sarah Duffy, Bid Director

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

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

26.0 Conflict of Interest Disclosure

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

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

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

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

Sarah Duffy — Name
Signature — 8/6/24 — Date

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**
Sarah Duffy, Bid Director, Pencco, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

N/A
Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity
Sarah Duffy

8/6/24
Date

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF ~~WEBB~~ Austin {}

Sarah Duffy
Being first duly sworn, deposes and says:

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

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

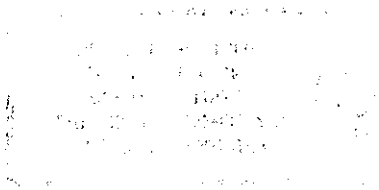
Sarah Duffy
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6th day of Aug 20 24.

Jennifer Guajardo
Notary Public

My commission expires:
2/6/27

JENNIFER GUAJARDO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/06/27
NOTARY ID 13188228-4



28.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a** X **New Submission or** ___ **Correction or** ___ **Update to previous submission.**

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

First	M.I.	Last	Suffix
Sarah	L	Duffy	

***2. Contract Information.**

a) Contract or Project name(s):

Water & Wastewater Treatment Chemicals FY24-095

b) Originating Department(s): Utilities

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

Name (Print)	Signature	Name (Print)	Signature
Sarah Duffy	Sarah Duffy		

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

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

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

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

☐ List of contributors:

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☑ **Updates Required**

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

☑ **No Contract with City Officials or Staff during Contract Evaluation**

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

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

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

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

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

***Oath**

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

Sarah Duffy		Bid Director
Name (Print)	Signature	Title
Pencco Inc	Sarah Duffy	8/6/24
Company or DBA		Date

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

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

29.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

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

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

29.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

30.0 Vendors Instructions:

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

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

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

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

or

Hand Delivered:

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

pencco
PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior notice was waived, and a meeting of the Directors was held on May 7, 2024. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencco, Inc.

BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.

R. L. Horne, President

Aline Horne, Secretary

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ammonium Sulfate supplied by our company meets AWWA Standard B302-16 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

R L Horne

Signature

RL Horne, President

Name and Title of Official

8/1/2023

Date

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 6, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&

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

PENCCO, Inc.
831 Bartlett Road
Sealy, TX 77474
United States
800-864-1742
979-885-0005
Visit this company's website
(http://www.pencco.com)

Facility : Distribution Center - Birmingham, AL

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Facility : Distribution Center - Gadsden, AL

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Distribution Center - Stockton, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Coagulation & Flocculation	500mg/L

Facility : Distribution Center - Willow Springs, IL

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Distribution Center - Whippany, NJ

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Distribution Center - Morganton, NC

Fluorosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L

Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Middlesex, NC

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate	Chloramination	55mg/L
LAS	Chloramination	55mg/L
Liquid Ammonium Sulfate	Chloramination	55mg/L

Blended Coagulation Chemicals

Trade Designation	*Product Function*	*Max Use*
COAGteC PFS	Coagulation & Flocculation	200mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Distribution Center - Bardwell, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Corrosion Control Coagulation & Flocculation	500mg/L
Pencco 0210	Corrosion Control Coagulation & Flocculation	500mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Ennis, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Corrosion Control Coagulation & Flocculation	500mg/L

Pencco 0210	Corrosion Control Coagulation & Flocculation	500mg/L

Ferrous Sulfate[1]

Trade Designation	*Product Function*	*Max Use*
Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Sealy, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate	Chloramination	55mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	5mg/L

Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Number of matching Manufacturers is 1

Number of matching Products is 83

Processing time was 0 seconds

Liquid Ammonium Sulfate

Product Data Sheet

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate	
C.A.S.	7783-20-2 (Ammonium Sulfate)	
	pH (neat)	4.0 – 8
	Specific Gravity @ 21° C (70°F)	1.216-1.228
	Freezing Point	Less than -12°C (10°F)
	Density, lbs./gal., US	10.15-10.25
	$(NH_4)_2SO_4$, %	38 – 40
	NH_3 Equivalent, %	9.8 – 10.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chlorination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk Transport	Bulk Car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport
RQ: Not Applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using, or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products, or you may contact Pencco at 979-885-0005. In the event of an emergency with these products, call the 24-hour Emergency Number: USA and Canada (CHEMTREC) 800-262-8200.

For additional information contact:

Pencco, Inc.
P.O. BOX 600, San Felipe, TX 77473
Phone: 979-885-0005 Fax: 979-885-3208

Emergency Contact Information
Office: 1-800-864-1742
CHEMTREC (US) 24 hr: 1-800-262-8200

Revision Date: February 29, 2024

All information, statement, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively, referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Pencco, Inc. and its affiliates (collectively, "Pencco") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Pencco shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors, and agents.

pencco
Customer Service 800-864-1742
FAX 888-273-6226

Revision Date 7/27/2023

Safety Data Sheet (SDS)
Liquid Ammonium Sulfate Solution

SECTION 1 – Chemical Identification and Supplier's Information

Product Name: Ammonium Sulfate
Use: Water Treatment
Chemical Formula: $(NH_4)_2SO_4$
Chemical Family: Inorganic Salts
CAS #: 7783-20-2

Supplier's Name & Address:
Pencco, Inc.
P.O. Box 600
San Felipe, TX 77473

Emergency Phone:
Pencco (979) 885-0005
CHEMTREC (800) 262-8200 – 24 hours a day

SECTION 2 – Hazards Identification

GHS Information

Signal Word: **WARNING**
Hazard Class: No Physical Hazards
Hazard Category: N/A
Hazard Statement: Causes eye irritation.
Causes mild skin irritation.

Appearance and Odor: Colorless to brown color with possible slight ammoniacal odor.

Pictograms: None required

Health Hazards

Emergency Overview: Warning! Harmful if swallowed. May cause irritation to skin, eyes, and respiratory track.

SARA Title III Hazard Classification

SARA 313 of Title III of Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40n of the Code of Federal Regulations, Part 372.

Summary of Acute Health Hazards

Ingestion: Causes irritation to the gastrointestinal tract. Symptoms may include diarrhea, nausea, vomiting. It presents little toxicity unless large amounts are ingested; in which case vomiting and diarrhea are likely.

Inhalation: Irritating to the respiratory tract. Symptoms may include coughing and shortness of breath.

Skin: May cause irritation to the skin with prolonged contact. Symptoms may include redness, irritation, itching, and pain.

Eyes: Causes irritation to the eyes. Symptoms may include redness, pain.

Signs and Symptoms of Chronic Exposure: N/F

Carcinogenicity
No component of this product present at levels greater than or equal to 0.1% is identified as a

known anticipated carcinogen by NTP, IARC, or OSHA.

Storage Considerations

- Store locked up. (P405)

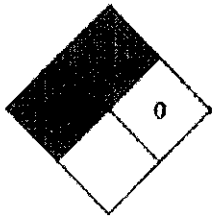
Disposal Considerations

- Dispose of this material or dry material generated from clean-up of spills must comply with federal, state, and local regulations regarding inorganic chemical wastes.

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Fire and Explosion Hazards: This product will not burn and is not flammable.

	NFPA Rating	HMIS Rating	4 = Extreme / Severe
Health	1	1	3 = High / Serious
Reactivity	0	0	2 = Moderate
Flammability	0	0	1 = Slight



SECTION 3 – Composition/Information on Ingredients

Chemical Identity: Ammonium Sulfate Solution
Common Name and synonyms: Ammonium Sulfate Solution, Liquid Ammonium Sulfate, Diammonium Sulfate Solution

Ingredient	CAS #	Weight Percentage
Water	7732-18-5	40 - 69%
Ammonium Sulfate	7783-20-2	31 -60%

SECTION 4 – First Aid Measures

Eye Contact First Aid: Immediately flush eyes for 15 minutes with large amounts of water while holding eyelids apart. Washing within one minute is essential to achieve maximum effectiveness. Forcibly hold eyelids open to ensure complete irrigation of the eye tissue. Seek medical attention if irritation develops and persists.

Skin Contact First Aid: Remove contaminated clothing. Wash affected area with soap and water. Seek medical attention if irritation develops or persists. Wash clothing prior to re-use. Seek medical attention if irritation develops and persists.

Inhalation First Aid: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention if irritation develops and persists.

Ingestion First Aid: Induce vomiting, but only if victim is fully conscious. Give large amounts or water. Never

give anything by mouth to an unconscious person. Call a physician.

Notes to physician

Treatment: Treat symptomatically.

SECTION 5 – Fire Fighting Measures

Flash Point: Not applicable.

Upper/Lower Explosion Limits in Air: Not applicable.

Auto Ignition Temperature: Not applicable.

Extinguishing Media: Will not burn; use materials appropriate for surrounding fire.

Fire and Explosion Hazards: Substance itself does not burn but may decompose into a flammable ammonia gas if in a fire. May explode if mixed with strong oxidizers such as nitrates, nitrites, chlorates, etc.

Hazardous Product of Decomposition or Combustion: Substance itself does not burn but may decompose into a flammable ammonia gas and sulfur oxides if in a fire. May explode if mixed strong oxidizers such as nitrates, nitrites, chlorates, etc.

Suitable extinguishing media: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Specific hazards during firefighting: Container may rupture on heating. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses. Explosive reactions with oxidizing agents such as potassium chlorate and/or peroxides. In case of fire hazardous decomposition products may be produced such as: Sulphur oxides, Ammonia, Carbon monoxide, Carbon dioxide (CO2)

Special protective equipment: In the event of fire and/or explosion do not breathe fumes. In the case of respirable dust and/or fumes, use self-contained breathing apparatus and dust impervious protective suit. Further information: Use extinguishing measure that are appropriate to local circumstances and the surrounding environment.

SECTION 6 – Accidental Release Measures

Personal precautions:	Wear personal protective equipment. Unprotected persons must be kept away. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Remove all sources of ignition. Provide adequate ventilation. Avoid dust formation. Avoid breathing dust. Avoid contact with skin, eyes, and clothing.
Environmental precautions:	Do not flush into surface water or sanitary sewer systems.

Prevent further leakage or spillage if safe to do so.
Do not let product enter drains.

Methods for cleaning up: Use mechanical handling equipment.
Clean contaminated surface thoroughly.
Pick up and arrange disposal without creating dust.
Use a suitable vacuum cleaner.

US EPA Waste Number: No information available

SECTION 7 – Handling and Storage

Handing: Avoid all eyes and skin contact and avoid creating or breathing vapor and mist. Wear recommended personal protective equipment. Ensure there is adequate ventilation, such as outdoors. Keep away from heat and open flame. Employ good maintenance practices to prevent leaks. Use good process control measures to prevent releases.

Storage: Keep storage tanks and containers closed and contents protected from dust, dirt, and moisture. Clean storage tanks on a regular schedule based on inspection and experience. Have storage tanks, containers, and transfer systems properly labeled for contents. Have procedures for determining product quantity in storage tanks and for accepting deliveries.
Use tanks, transfer lines, pumps valves and process instrumentation designed for this material using approved materials of construction. Some materials commonly used are stainless steel, some plastics, and FRP.

SECTION 8 – Exposure Controls and Personal Protection

Respiratory Protection: None normally required. A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Eye Protection: Use chemical safety goggles and face shield if splashing hazard exists. Do not wear contact lenses.

Skin Protection: Where there is possibility of skin contact, gloves, and boots as necessary to minimize contact. Long sleeved clothing.

General Hygiene Considerations: To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR1910.132) be conducted before using this product.

Engineering Measures: Use local exhaust to keep airborne concentrations blew the permissible exposure limits. Apply technical measures to comply with the occupational exposure limits.

SECTION 9 – Physical and Chemical Properties

Boiling Point:	102 - 105°C (215.6 - 221°F)	**pH:**	5.5 - 6 (100g per 1L H_2O)
Physical State:	Liquid	**Viscosity:**	2.0 Mpa.s @ 40°C
Melting Point:	-5.3 °C (22.5 °F)	**Solubility in Water:**	Complete 42.3%(w) @ 0°C, 46.3%(w/w) @ 50°C, 49.9%(w/w) @ 100°C
Specific Gravity:	1.21 to 1.23 Water = 1.0	**Vapor Pressure:**	24 mm Hg at 25°C
Appearance:	Colorless to light tan	**Odor:**	Ammoniacal (Slight)

OSHA/HCS Status: While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

SECTION 10 – Stability and Reactivity

Stability: Stable under normal and recommended conditions of use and storage.
Conditions to Avoid: High heat, incompatible substances.
Decomposition: Substance itself does not burn but may decompose into a flammable ammonia gas and sulfur oxides if in a fire. May explode if mixed with strong oxidizers such as nitrates, nitrites, chlorates, etc.
Polymerization: Will not Occur.
Incompatibility: Strong oxidizing agents. (Zinc, Copper, Copper-bearing materials, Nitrates, Nitrites, chlorates, and other strong oxidizers).

SECTION 11 – Toxicological Information

Chronic Effects: Prolonged or repeated skin exposure may cause skin irritation.
Irritancy: Mild irritant
Sensitization: No information found.
Synergistic Materials: No information found.
Animal Toxicity: LD50 3000 mg/kg (oral, rat)
Carcinogenicity: Not listed as carcinogenic (IARC and ACGIH).
Reproductive Toxicity: No information found.
Teratogenicity: No information found.
Mutagenicity: No information found.

SECTION 12 – Ecological Information

Ecotoxicity:

Toxicity to fish:

LC50: > 460 mg/l
Exposure time: 96 h
Species: Leuciscus idus (Golden orfe)

Toxicity to daphnia and other aquatic invertebrates:

LC50: 423 mg/l
Exposure time: 23h
Species: Daphnia magna (water flea)

LC50 433 mg/l
Exposure time: 50 h
Species: Daphnia magna (water flea)

LC50: 292 mg/l
Exposure time: 100h
Species: Daphnia magna (water flea)

SECTION 13 – Disposal Considerations

Disposal of this product or dry material generated from clean-up of spills must comply with federal, state, and local regulations regarding inorganic chemical wastes.
Contaminated packaging, rinse thoroughly with water and add dilution to treated system as product. Recycle or dispose of at a licensed facility.

SECTION 14 – Transportation Information

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.
Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15 – Regulatory Information

Inventories

US. Toxic Substance Control Act:
On TSCA Inventory

Australia. Industrial Chemical (Notification and Assessment) Act:

On the inventory, or in compliance with the inventory

Canada. Canadian Environmental Protection Act (CEPA). Domestic Substances List (DSL)
All components of this product are on the Canadian DSL

Japan. Kashin-Hou Law List:
On the inventory, or in compliance with the inventory.

Korea. Existing Chemicals Inventory (KECI):
On the inventory, or in compliance with the inventory.

Philippines. The Toxic Substances and Hazardous and Nuclear Waste Control Act:
On the inventory, or in compliance with the inventory.

China. Inventory of Existing Chemical Substances:
On the inventory, or in compliance with the inventory.

NPRI
Canadian Notional Pollutant Release Inventory (NPRI): No component is listed on NPRI.

SECTION 16 – Other Information

Revision Date: July 27, 2023

Pencco provides the information contained in each SDS, technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) in good faith and makes no representations as to its comprehensiveness or accuracy as of the date of publication. The SDSs, TDSs, and product information brochures are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Pencco, Pencco expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.

No statement made in the Data Sheets or by any employee or agent of Pencco shall be construed as a permission or recommendation for the use of any product in a manner that might infringe existing patents. No employee, agent, distributor, or sales representative is authorized to vary the terms of the above paragraph, to make any statements, representations, or warranties inconsistent with the above paragraph, or to provide any information that is at variance with the above paragraph. All materials related to the product are subject in all respects to the above paragraph and to the extent that they are inconsistent with the above paragraph, the terms of the above paragraph shall control.

FY24-095

Polydyne Inc.

Supplier Response

Event Information

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

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

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

Polydyne Inc. Information

Address: One Chemical Plant Rd
Riceboro, GA 31323
Phone: (912) 880-2035

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

Randal Vickery
Signature

bids@polydyneinc.com
Email

Submitted at 8/7/2024 11:33:41 AM (CT)

Supplier Note

Please note, Polydyne Inc. does not carry Professional Liability insurance, since our Insurance Broker and our Legal Counsel determined that this type of insurance is not applicable to the supply of polymers. This coverage is applicable to professions such as Physicians, Attorneys, and Engineers. Polydyne Inc. does carry Pollution Liability as indicate in Section 12.0 Item D.

Response Attachments

Polydyne Inc. complete submittal for FY24-095 reduced size.pdf

Polydyne Inc. complete submittal for FY24-095 for Water and Wastewater Treatment Chemicals for the City of Laredo, including Conflict of Interest Questionnaire, Non-Collusive Affidavit, Form 1295, Discretionary Contracts Disclosure Form, Insurance Certificate, Product Bulletins and Safety Data Sheets.

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Polydyne Inc. / Boyd Stanley, Sr. Vice-President: (800) 848-7659 Option 2
4	**State how long under has the business been in its present business name** In excess of 28 years
5	**If applicable, list all other names under which the Business identified above operated in the last five years** Not Applicable

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

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

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

Yes

13 Construction Contract

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 Disclosure Form

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

15 This is a

Update to previous submission

16 Question 1. Name of person submitting this disclosure form

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

William B. Stanley, Sr. Vice-President of Polydyne Inc.

17 Question 2. Contract Information

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

FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department

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

Polydyne Inc. is submitting a bid for FY 24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo

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

It applies to my business

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

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

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

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

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

39 Certificate of Interested Parties (Form 1295)

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

☑ I will comply with this form

40 Terms and Conditions for Request for Bids

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

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

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

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

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

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

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 **Electronic Pricing & Manual Bid Pricing**

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $875,145.00

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

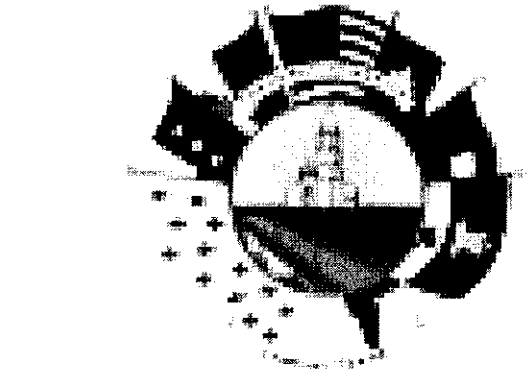
Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums ***No Bid***

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***



FY24-095

Pencco, Inc

Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Pencco, Inc Information

Contact: Sarah Duffy
Address: PO Box 600
San Felipe, TX 77473
Phone: (979) 885-0005
Email: sarah@pencco.com
Web Address: Pencco, Inc

By submitting your response, you certify that you are authorized to represent and bind your company.

Sarah Duffy
Signature

sarah@pencco.com
Email

Submitted at 8/6/2024 08:12:40 AM (CT)

Response Attachments

TX - Laredo 8.8.24.pdf

Bid Document with attachments

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Pencco, Inc.
4	**State how long under has the business been in its present business name** 40 years
5	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No, No, No, No, No

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No, No, No

9 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

New Submission

16 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Sarah L. Duffy

17 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Water & Wastewater Treatment Chemicals FY24-095, Utilities Department

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Sarah Duffy, Bid Director, Pencco, Inc.

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Sarah Duffy, Bid Director, Pencco, Inc. 8/6/2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 Electronic Pricing & Manual Bid Pricing

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $730,100.00

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums ***No Bid***

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: $7,450.00 Total: $372,500.00

Supplier Notes: $0.149/wet lb x 50,000 lbs = $7450 x 50 loads = $372,500.00

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). Price: $7,152.00 Total: $357,600.00

Supplier Notes: $0.149/wet lb x 48,000 lbs = $7152 x 50 loads = $357,600.00

Response Total: $730,100.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

PO. Box 210

Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) **(Water Treatment Plants & Wastewater Treatment Plants)**
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer **(Water Treatment Plants)**

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers **(Wastewater Treatment Plants)**

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Bid Line Items

Save | No Bid Lines | Error Check

Response Total: $875,145.00

Response submitted

#	Specification	Quantity	UOM	Response	Extended
1	Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********	1	EA		**$875,145.00**

Package Items

#	Specification	Quantity	UOM	Response	Extended
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs)		***No Bid***
1.2	Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote)	9	275 Gallon Tote (Gallon)		***No Bid***
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)		***No Bid***
1.4	Calcium Hypochlorite Average order (40 drums)	90	100 lb. Drums		***No Bid***
1.5	Liquid Chlorine Average order (2,000 lbs. cylinders)	1120	2000 lb.Cylinder		***No Bid***
1.6	Liquid Chlorine Average order (150 lbs. cylinders)	630	150 lb Cylinder		***No Bid***
1.7	Liquid Aluminum Sulfate (50%) Average order (48,000 lbs.)	145	Bulk (lbs)		***No Bid***
1.8	Cationic Polymer Average order (45,000 lbs.) **Supplier Note:** Polydyne Inc. is bidding $0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is $40,050.00. The price for 10 bulk deliveries is $400,500.00.	10	Bulk (lbs.)	$40,050.00	**$400,500.00**
1.9	Anionic Polymer Average order (270 Gal. Tote) **Supplier Note:** Polydyne Inc. is bidding $1.590.Lb. for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes. The price for a tote is $3,657.00. The price for 10 is $36,570.00.	10	270 Gallon Tote (Gallon)	$3,657.00	**$36,570.00**
1.10	Liquid Ammonium Sulfate Average order (50,000 lbs.)	50	Bulk (lbs.)		***No Bid***
1.11	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (48,000 lbs.)	145	Bulk (lbs.)		***No Bid***
1.12	Wastewater Polymer Average order (25,000 lbs.) **Supplier Note:** Polydyne Inc. is bidding $1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is $44,250.00. The Price for 9 of these shipments is $398,250.00.	9	Bulk (lbs.)	$44,250.00	**$398,250.00**
1.13	Wastewater Polymer Average order (55 Gal. drums) **Supplier Note:** Polydyne Inc. is bidding $1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pounds drums. The price for each drum is $796.50. The cost for 50 drums is $39,825.00.	50	55 gallon drum	$796.50	**$39,825.00**
1.14	Liquid Ammonium Sulfate (38%-40%) Average order (48,000 lbs.)	50	Bulk (lbs).		***No Bid***

Laredo
Cit-E-Bid

Response Detail

FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals) Issued

Response Submitted - 8/6/2024 03:59:31 PM (ET)

Closing in 2 days 2 hours 22 seconds

Event Details | Questions | Attachments | Attributes | Line Items | Response Attachments | Response Submission

Supplier Response Summary

Response Total: $875,145.00

General/Corporate Address

Supplier Name	Polydyne Inc.
Address	One Chemical Plant Rd Riceboro, GA 31323
Phone	(912) 880-2035
Fax	
Contact Name	
Email	

Your User Profile

Title	
Name	Randal Vickery
Office Phone	
Fax Phone	
Mobile Phone	
Email	bids@polydyneinc.com

Digital Signature

By submitting your response, you certify that you are authorized to represent and bind your company.

Your Full Name: Randal Vickery Your Email Address: bids@polydyneinc.com

Bid Attributes

Save | Save & Next | Error Check

Response Total: $875,145.00

Attributes 1 - 30 shown of 45 • Page 1 of 2 shown

1 2 ▶ ▶|

with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**
Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

* Yes

13 **Construction Contract**
Construction Contract Requires Acknowledgement

* ☑ Acknowledge

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

* Update to previous submission

16 **Question 1. Name of person submitting this disclosure form**
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

* William B. Stanley, Sr. Vice-President of Polydyne Inc

17 **Question 2. Contract Information**
Please include the following: a)Contract or Project Name b)Originating Department

* FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

* Polydyne Inc. is submitting a bid for FY 24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

* It applies to my business

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

* Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Maximum 4000 characters allowed

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

* Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

Maximum 4000 characters allowed

25 **Question 7. Disclosure of political contributions**
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

* Not Applicable

26 **Question 7. Disclosure of political contributions**
If you selected Not Applicable on question 7 please skip this section. If it applies to you, please list all contributors in this section.

Maximum 4000 characters allowed

Laredo
City E-Bid

FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals) Issued

NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Closing in 2 days 4 hours 17 minutes 29 seconds

Event Details | Questions | Attachments | Attributes | Line Items | Response Attachments | Response Submission

Bid Attributes

Save | Save & Next | Error Check

Response Total: $0.00

Attributes 1 - 30 shown of 45 • Page 1 of 2 shown

1 2 ▶ ▶|

Save successful: 8/6/2024 01:42:09 PM (ET)

#	Attribute

1 **Award by Item**

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

☑ Yes

2 **Questionnaire Description**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

* Polydyne Inc. / Boyd Stanley, Sr. Vice-President: (800) 848-7659 Option 2

4 **State how long under has the business been in its present business name**

* In excess of 28 years

5 **If applicable, list all other names under which the Business identified above operated in the last five years**

* Not Applicable

6 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

* No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

* Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.

9 **State if the Company is a certified minority business enterprise**

* This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

Laredo
City E-Bid

FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals) Issued

NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Closing in 2 days 4 hours 17 minutes 18 seconds

Event Details | Questions | Attachments | Attributes | Line Items | Response Attachments | Response Submission

Bid Attributes

Save | Error Check

Response Total: $0.00

Attributes 31 - 45 shown of 45 • Page 2 of 2 shown

1 2

Save successful: 8/6/2024 01:42:09 PM (ET)

#	Attribute

31 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* ☑ I have read and understand this section

32 **Question 11. Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

* ☑ I have acknowledge that I have been advised

33 **Question 11. Oath**
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

*
1.) Boyd Stanley
2.) Sr. Vice-President
3.) Polydyne Inc.

34 **Question 12. Oath**
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

* ☑ I swear or affirm information is correct

35 **Company Information Questionnaire**

* ☑ I have completed this section

36 **Conflict of Interest Questionnaire**

* ☑ I have completed this section

37 **Non-Collusive Affidavit**

* ☑ I have completed and included this form

38 **Discretionary Contracts Disclosure**

* ☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**
In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

* ☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**
TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation

FY24-095

Chemtrade Chemicals US LLC

Supplier Response

Event Information

Number:	FY24-095
Title:	FY24-095 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	7/22/2024
Deadline:	8/8/2024 05:00 PM (CT)
Notes:	******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Chemtrade Chemicals US LLC Information

Contact: Beth Ryno
Address: 90 East Halsey Road, Suite 200
Parsippany, NJ 07054
Phone: (800) 441-2659
Email: bids@chemtradelogistics.com
Web Address: www.ChemtradeLogistics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

PARUL KACHHIA-PATEL
Signature

bids@chemtradelogistics.com
Email

Submitted at 8/8/2024 09:57:20 AM (CT)

Supplier Note

Bid document along with required forms are attached.

Response Attachments

Laredo, TX.pdf

Bid document along with required forms are attached.

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** CHEMTRADE CHEMICALS US LLC, PARUL KACHHIA-PATEL, MARKETING SPECIALIST, 800-441-2659
4	**State how long under has the business been in its present business name** 10+
5	**If applicable, list all other names under which the Business identified above operated in the last five years** NONE

6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1. YES, 2. NO, 3. NO, 4. NO, 5. NO
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1. NO 2. NO 3. NO
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

New Submission

16 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

PARUL KACHHIA-PATEL

17 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY 24-095 WATER & WASTEWATER TREATMENT CHEMICALS

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

CHEMTRADE CHEMICALS US LLC

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

CHEMTRADE CHEMICALS CORPORATION (PARENT), CHEMTRADE WEST US LLC, CHEMTRADE SOLUTIONS LLC, CHEMTRADE SULFATE CHEMICALS INC. (SUBSIDIARIES) WASTERSIDE UTRON RENEWAL CORPORATION, GENTEK CHEMICAL HOLDING INC. (SUBSIDIARIES)

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

It applies to my business

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

R & L CARRIER & GROENDYKE TRANSPORT (ONLY SUBCONTRACTING IS FOR TRANSPORT OF CHEMICALS)

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date PARUL KACHHIA-PATEL, MARKETING SPECIALIST CHEMTRADE CHEMICALS US LLC JULY 26, 2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

43

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 **Electronic Pricing & Manual Bid Pricing**

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $2,299,136.00

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums ***No Bid***

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) Price: $4,540.80 Total: $658,416.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDERS ($0.0946 X 48,000 LBS =$4540.80 PER ORDER) $4540.80 PER ORDER X 145 ORDERS = $658,416.00. UNIT PRICE IS $0.0946/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: $7,900.00 Total: $395,000.00

Supplier Notes: PRICING IS BASED ON 50,000 LBS ORDER ($0.158 X 50,000 LBS =$7,900.00 PER ORDER). $7,900 PER ORDER X 50 ORDERS= $395,000.00. UNIT PRICE IS $0.158/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES.

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) Price: $5,976.00 Total: $866,520.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDER (0.1245 X 48,000 LBS = $5,976.00 PER ORDER). $5,976 PER ORDER X 145 ORDERS =$866,520.00. UNIT PRICE IS $0.1245/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES. PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION CS4.

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). Price: $7,584.00 Total: $379,200.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDER ($0.158 X 48,000 LBS = $7,584.00). $7,584 PER ORDER X 50 ORDER = $379,200.00. UNIT PRICE IS $0.158/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES.

Response Total: $2,299,136.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

Angelica Arusa
for: Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098,** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) **(Water Treatment Plants & Wastewater Treatment Plants)**
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer **(Water Treatment Plants)**

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers **(Wastewater Treatment Plants)**

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer **(Water Treatment Plants & Wastewater Treatment Plants)**

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) **(Water Treatment Plants)**

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (**Water Treatment Plants**)
Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) CHEMTRADE CHEMICALS US LLC

Signature of person authorized to sign bid Parul Kachhia-Patel Date JULY 25, 2024

Print Name of person authorized to sign bid PARUL KACHHIA-PATEL

Title: MARKETING SPECIALIST

Business Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Telephone Number: 800-441-2659 Fax Number: 973-515-4461

Contact Person Email Address: bids@chemtradelogistics.com

Federal Tax ID Number: 74-3104940

Bidders Principal/Corporate Place of Business Address: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

Indicated Status of Business:

Corporation ____ Partnership ____ Sole Proprietorship ____ Other: X

If other state business status: LIMITED LIABILITY CO

State how long under its present business name: 10+

If applicable, list all other names under which the Business identified above operated in the last five years.

NONE

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business: [X]

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ NO BID	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ NO BID	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ NO BID	$
4	Calcium Hypochlorite	100 Lbs. Drum	90	$ NO BID	$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$ NO BID	$
6	Liquid Chlorine	150 lbs. Cylinder	630	$ NO BID	$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	* $ 4540.80	$ 658,416.00
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$ NO BID	$
9	Anionic Polymer	270 Gal. Tote	10	$ NO BID	$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	* $ 7,900.00	$ 395,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	* $ 5,976.00	$ 866,520.00
12	Wastewater Polymer	25,000 Lbs.	9	$ NO BID	$
13	Wastewater Polymer	55 Gallon Drum	50	$ NO BID	$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	* $ 7,584.00	$ 379,200.00

Company Name: CHEMTRADE CHEMICALS US LLC

Owner/President Name: SCOTT ROOK, CEO

Company Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Company Authorized Representative's Signature:

Company Representative's Name: PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

******If the bidder submits both an electronic bid and a properly completed manual bid, ***the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*** If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

*UNIT PRICE BASED ON FULL TRUCKLOAD QUANTITIES. FOR CONVERSION PURPOSES ONLY, PRICES EQUATES TO:

7. $0.0946/LIQ LB; 10. $0.158/LB 11. $0.1245; 14. $0.158/LB

PLEASE NOTE FOR ITEM 11, PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION CS4

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

PARUL KACHHIA-PATEL — Signature — JULY 25, 2024

Name | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE EXIST

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

PARUL KACHHIA-PATEL, MARKETING SPECIALIST — JULY 25, 2024

CITY OF LAREDO
PURCHASING DIVISION

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project: FY24-095 WATER & WASTEWATER TREATMENT CHEMICALS

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ MORRIS {}
COUNTY OF ~~WEBB~~ NEW JERSEY {}

PARUL KACHHIA-PATEL

Being first duly sworn, deposes and says:

That he/she is MARKETING SPECIALIST
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of: PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 25TH day of JULY 20 24.

Notary Public

My commission expires:

ELIZABETH RYNO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50022926
My Commission Expires 09/10/2026

28.0 **Discretionary Contracts Disclosure**



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a _X_ New Submission or ___ Correction or ___ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
PARUL		KACHHIA-PATEL	

***2. Contract Information.**

a) Contract or Project name(s): FY24-095 WATER & WASTEWATER TREATMENTS CHEMICALS

b) Originating Department(s): UTILITIES DEPT.

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

CHEMTRADE CHEMICALS US LLC
PARUL KACHHIA-PATEL

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies):

CHEMTRADE CHEMICALS CORPORATION
(100% OWNER OF CHEMTRADE CHEMICALS US LLC)

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☒ List of subcontractors:

R & L CARRIER & GROENDYKE TRANSPORT (ONLY SUBCONTRACTING IS FOR TRANSPORT OF CHEMICALS)
(PLEASE NOTE THAT SUBCONTRACTORS MAY CHANGE DEPENDING UPON AVAILABILITY)

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

PARUL KACHHIA-PATEL		
Name (Print)	Signature	Title MARKETING SPECIALIST
CHEMTRADE CHEMICALS US LLLC		JULY 25, 2024
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

WILL BE COMPLETED UPON NOTICE OF AWARD

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?
Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?
When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
  (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?
Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than $100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted**: one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 **Name of vendor who has a business relationship with local governmental entity.**

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE EXISTS

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

JULY 26, 2024

Date

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

WILL COMPLETE UPON NOTICE OF AWARD

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********Form does not need to be notarized*******

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

NEW JERSEY AFFIDAVIT

STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ MORRIS {}

PARUL KACHHIA-PATEL

Being first duly sworn, deposes and says:

That he/she is MARKETING SPECIALIST
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of: PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 26TH day of JULY 20 24.

Notary Public

My commission expires:

ELIZABETH RYNO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50022926
My Commission Expires 09/10/2025



DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel: Lisa Brownlee: Paul Peters: Elizabeth Ryno: Leilina Gossa: Christine LaSala: Delana Peralta: Michele Schroeher: Marie-Josee Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 21st day of February, 2023

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereofin full force and effect:

> RESOLVED that any officer ofthe Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 21st day of February, 2023.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

ESTIMATED CHEMICAL DELIVERY TIMES

3-5 DAYS AFTER RECEIPT OF ORDER

Water Chemical Group

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Suite 200
Phone: 800-441-2659
Fax: 973-515-4461

CONTACT AND EMERGENCY INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Carly Williams
647-632-7548
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

After normal business hours, for emergencies please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.

For Technical Service: Call (315) 478-2323 or visit our website at http://www.chemtradelogistics.com

Corporate/Sales Office & Bids Address
Chemtrade Chemicals US, LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Michele Schroeher, Pricing Manager
Phone: 973-515-1841
Email:
mschroeher@chemtradelogistics.com

Robert Naranjo, Account Manager
Phone Work: 360-440-0293
Email:
rnaranjo@chemtradelogistics.com

Bid/Contract Information:
Parul Kachhia-Patel
Phone: (800)-441-2659
Fax: (973)-515-4461
E-mail: Bids@chemtradelogistics.com

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

CHEMTRADE'S QUALITY & TECHNICAL QUALIFICATIONS

All Chemtrade manufacturing locations, technical laboratories and technical centers are certified laboratories and are ISO 9001:2015 certified. Additionally, the products that we are bidding on meet both NSF/ANSI Standard 60 AWWA Standard s in every respect. To maintain these certifications, we comply with their standards and are available for the audits required by both NSF and AWWA. Chemtrade responds accordingly to any finding that they may have.

Each individual plant has a testing laboratory. Before each shipment is sent out, a sample is taken and tested to ensure all standards are met. This procedure is covered under our ISO certification.

All Chemtrade facilities are subject to a number of environmental regulations that address water, air, soil, groundwater, and hazardous waste issues. Chemtrade is in full compliance with these laws as evidenced by internal audits and periodic agency inspections.

Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices. Responsible Care® is a global voluntary initiative of the chemical industry and is a unique ethic for the safe and environmentally sound management of chemicals. It also guides companies towards environmental, societal, and economic sustainability.

Chemtrade's Clar+Ion CS4 Bulk is actively registered with the US Environmental Protection Agency (EPA) under FIFRA for the Odem, TX facility, where we manufacture this blend with virgin raw materials. An EPA-registered label on a product means the product has been registered with the EPA and meets minimum standards. The label is a key part of pesticide regulation and provides vital information on how to use the product safely and avoid harming people or the environment.

https://iaspub.epa.gov/apex/pesticides/f?p=PPLS:1

Our EPA registration can be found using this search criteria:

EPA Registration Number: 83918-5
Company Name: CHEMTRADE SOLUTIONS LLC
Division Name: ATTN: WENDY BRESCIA
Address: 90 EAST HALSEY ROAD
City, State Zip: PARSIPPANY, NJ 07054
First Registered Date: JANUARY 25, 2002
Current Status (Date): Registered (JANUARY 25, 2002)
Restricted Use: NO

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

Chemtrade's EHS policy is attached. In addition, systems are in place to ensure the proper internal and regulatory reporting occurs in the event of an environmental release. This includes the use of CHEMTREC for all transportation related emergencies.

CHEMTRADE

RESPONSIBLE CARE POLICY

CHEMTRADE believes the principles of Responsible Care® are key to our success regarding societal, economic, and environmental sustainability. Responsible Care® is our commitment to do and be seen as doing the "right thing" and forms the basis of our business philosophy in all areas including Environmental Management, Safety and Health, Transportation, Process Safety Management, and Security. Chemtrade leadership expects everyone to be accountable and committed to the Responsible Care® principles. We demonstrate our commitment to Responsible Care® by:

- Promoting awareness of Responsible Care® throughout our organization and inspiring others to commit to these principles.
- Setting objectives and targets that challenge our employees and other stakeholders to work towards continual improvement of our processes.
- Ensuring responsible stewardship of our raw materials, products, emissions, and waste streams throughout their life cycle.
- Achieving operational excellence by designing, maintaining, and operating our facilities in a safe, secure, and environmentally sound manner.
- Implementing procedures and providing the training and tools to identify, reduce, and manage our risks in order to provide a safe and secure workplace for our employees and the communities in which we operate.
- Fulfilling our compliance obligations and identifying responsible methods of resource conservation, pollution prevention, waste minimization, and energy efficiency.
- Demonstrating accountability and responsiveness to our stakeholders, including the communities in which we operate, by encouraging dialogue and communicating our risks, benefits, and Responsible Care® performance.
- Supporting innovation of the environmental, safety, security, and health aspects of our products and processes to further improve people's lives, add value, and strive to meet or exceed expectations for social responsibility and community outreach.

Scott Rook

Scott Rook
President & Chief Executive Officer

CHEMTRADE

Water Treatment Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461

ABOUT CHEMTRADE CHEMICALS

Chemtrade Chemicals is a worldwide supplier of water treatment and performance chemicals with our roots dating back to 1899. Chemtrade Chemicals operates a network of manufacturing and storage facilities, including over 37 water chemical facilities located in Canada and across the United States.

We operate the largest number of alum manufacturing plants in North America and are a technical driving force in the water and waste treatment industries. We offer a broad line of aluminum chemistry: polyaluminum hydroxychloride formulated aluminum sulfate products, aluminum chloride and formulated products aluminum chloride, along with many grades of aluminum sulfate (liquid and dry), ammonium sulfate, polymers, and ferric sulfate.

Our facilities are supported by a domestic and international network of technical and customer service support. We also operate warehousing and distribution centers, rail, barge and truck fleets, and sales offices linked by one of the industry's most advanced computer-based customer service systems.

Chemtrade Chemicals uses a combination of private trucks and common carriers to ship our products. We have established long term quality partnerships with selected suppliers across the continental United States and Canada to service our numerous water treatment chemical plants.

Chemtrade Chemicals' Technical Service and Sales Team are always available to assist the customer in determining the most efficient and cost-saving product for their treatment needs. We offer a broad range of water treatment chemicals that can be tested through bench and full-scale trials. Our Technical Advisors can recommend alternate products or ways to optimize current products/systems to gain cost savings and quality performance.

We strive to supply the highest quality in both products and services. Chemtrade Chemicals water treatment manufacturing plants have earned ISO 9001:2015 certifications. Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices.

Value Added Services:

- Technical Service: Syracuse Technical Center is available to our customers, free of charge. Our technical team can handle and assist specification and application questions. In addition, we can offer bench test and full-scale testing; offer suggestions on which products would benefit the individual plants and how to optimize there use. We can offer frequent technical visits.
- 24 Hour Customer Service: Chemtrade Chemicals' Customer Service Hotline is available 24 hours a day, 7 days a week, and 365 days a year. After normal business hours, the scheduled on-call Customer Service Representative is available to handle any emergency shipments.
- Over 30 manufacturing sites located across the United States and Canada allow us to ship our customers, even under emergency or force majeure situations. Chemtrade can utilize back-up facilities if a disruption comes to one location to avoid interruption of service to our customers. This advantage enables Chemtrade to assist municipalities not currently supplied by us if their primary supplier is unable to supply for any reason whatsoever.

Water Treatment Group

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Suite 200
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of the following products produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA standard as indicated.

Aluminum Sulfate:	B403-16
Liquid Ammonium Sulfate	B 302-16

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist

CHEMTRADE

http://www.chemtradelogistics.com

Liquid Alum
PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate	
C.A.S.	10043-01-3 (Aluminum sulfate)	
	pH (neat)	1.4 - 2.6
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35
	Freezing Point	-16°C (4°F)
	Density, lbs./gal., US	10.8 - 11.3
	Aluminum as Al, %	4.2 - 4.5
	Aluminum as Al_2O_3, %	8.0 - 8.4
	Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %	46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

CHEMTRADE

Liquid Alum
Safety Data Sheet

Safety Data Sheet #: CHE-5001S
Revision Date: October 3, 2023 Version:12

1. Identification

Product identifier

Product Identity Liquid Alum

Other means of identification Aluminum Sulfate, liquid, Liquid Alum

Product Form Mixture

Relevant identified uses of the substance or mixture and uses advised against

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Restrictions on use:
For use in water treatment, refer to NSF dosage information.

Details of the supplier of the safety data sheet

Company Name

Chemtrade Logistics Inc. (Canada)
155 Gordon Baker Road Suite 300
Toronto, Ontario M2H 3N5

Chemtrade Logistics Inc. (US)
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Emergency

24 hour Emergency Telephone No.

Chemtrade Emergency Contact: (866) 416-4404 (Toronto)
CHEMTREC +1-800-424-9300
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

Customer Service:

For SDS Info: (416) 496-5856
www.chemtradelogistics.com

2. Hazard(s) identification

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Classification of the substance or mixture

Metal corrosion; H290	May be corrosive to metals.
Skin corrosion/irritation category 1C; H314	Causes severe skin burns and eye damage.
Serious eye damage / eye irritation, category 2; H319	Causes serious eye irritation.
Aquatic toxicity (acute), category 3; H402	Harmful to aquatic life.

Label elements



Danger

H290 May be corrosive to metals.

H314 Causes severe skin burns and eye damage.

H319 Causes serious eye irritation.

H402 Harmful to aquatic life.

[Prevention]:

P234 Keep only in original container.

P260 Do not breathe dust, fume, mist, vapours or spray.

P264 Wash thoroughly after handling.

P273 Avoid release to the environment.

P280All Wear protective gloves, protective clothing, eye protection, face protection.

[Response]:

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+361+353 IF ON SKIN (or hair): Remove, take off immediately all contaminated clothing. Rinse skin with water, shower.

P304+340 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+351+338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 Immediately call a POISON CENTER, doctor or physician.

P337+313 If eye irritation persists: Get medical advice or attention.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

[Storage]:

P405 Store locked up.

P406 Store in a corrosive resistant, container with a resistant inner liner.

[Disposal]:

P501 Dispose of contents or container in accordance with local and national regulations.

2.3. Other hazards

This product contains no PBT/vPvB chemicals.
This product contains no endocrine disrupting chemicals.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the Hazardous Products Regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Water CAS Number:7732-18-5	30 - 55	Not classified	No additional notes
Aluminum sulfate CAS Number: 0010043-01-3 Synonyms: Note: Aluminum sulfate is as Al2(SO4)3•14H2O (Dry Aluminum Sulfate). , Aluminium sulfate, Sulfuric acid, aluminum salt (3:2)	45 - 70	Serious eye damage / eye irritation, category 1;H318 Metal corrosion;H290 Aquatic toxicity (acute), category 3;H402	No additional notes

The actual concentration or concentration range is withheld as a trade secret.
*PBT/vPvB - PBT-substance or vPvB-substance.
The full texts of the phrases are shown in Section 16.

The specific chemical identity and/or exact percentage of composition are withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Section 4. First aid measures

Description of first aid measures

General In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.

Inhalation Remove to fresh air, keep patient warm and at rest. If unconscious, place in the recovery position and obtain immediate medical attention. Give nothing by mouth.

Eyes Irrigate copiously with clean water for at least 30 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing.

Skin Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Drench affected area with water for at least 30 minutes. Obtain medical attention if irritation develops or persists.

Ingestion If swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

Most important symptoms and effects, both acute and delayed

Overview Contact with skin causes severe skin burns. Causes serious eye damage.
Acute Health Effects: the substance causes serious eyes damage and severe burns.
EYE: Contact causes serious eye damage. Causes permanent damage to the cornea, iris, or conjunctiva with redness, pain, swelling, blurred vision, and severe burns (Immediate). No delayed effects from eye contact are expected. No chronic effects from eye contact are known.
SKIN: Causes severe irritation which will progress to chemical burns. Symptoms may include redness, pain, serious skin burns, and blisters. (Immediate). No

delayed effects from skin contact are expected. No chronic effects from skin contact are known.
INHALATION: May be corrosive to the respiratory tract. Prolonged exposure may cause irritation of the upper respiratory passages. (Immediate). May cause delayed pulmonary edema. No chronic effects from inhalation are known.
INGESTION: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract (Immediate). No delayed symptoms from ingestion are expected. No chronic effects from ingestion are known.

Indication of Any Immediate Medical Attention and Special Treatment Needed: If exposed or concerned, get medical advice and attention.
See section 2 for further details.

Eyes Causes serious eye irritation.

Skin Causes severe skin burns and eye damage.

Section 5. Fire-fighting measures

Extinguishing media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable extinguishing media: Do not use water jet, or heavy water stream. Use of heavy stream of water may spread fire.

Special hazards arising from the substance or mixture

Hazardous decomposition: Can liberate toxic and corrosive fumes of SO2 and SO3 under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Keep only in original container.

Do not breathe dust, fume, mist, vapours or spray.

Advice for fire-fighters

As with all fires, wear positive pressure, self-contained breathing apparatus, (SCBA) with a full-face piece and protective clothing. Persons without respiratory protection should leave area. Wear SCBA during clean up immediately after fire. No smoking.

Fire Hazard: Product is not flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive. Contact with metallic substances may release flammable hydrogen gas.

Firefighting Instructions: Do not enter fire area without proper protective equipment, including respiratory protection. Use water spray or fog for cooling exposed containers. Remove containers from fire area if this can be done without risk. **Exercise caution when fighting any chemical fire.**

Hazardous reactions will not occur under normal conditions.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

ERG Guide No. 154

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

General Measures: Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid contact with eyes, skin and clothing. Provide

adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment. See Section 8.

Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.

Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.

Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE). Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

Environmental precautions

Prevent entry to sewers and public waters. Avoid release to environment.

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

Methods and material for containment and cleaning up

Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

Ventilate area.

Contain, dilute cautiously with water, and neutralize with soda ash or lime.

Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions. Ventilate area.

Contain, dilute cautiously with water, and neutralize with soda ash or lime.

Methods for Clean up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Section 7. Handling and storage

Precautions for safe handling

Handle containers carefully to prevent damage and spillage.

Store locked up.

Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.

Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.

Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE). Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

See section 2 for further details. - [Prevention]:

Conditions for safe storage, including any incompatibilities

Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Comply with applicable regulations.

Incompatible materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

See section 2 for further details. - [Storage]:

Specific end use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Restrictions on use:
For use in water treatment, refer to NSF dosage information.

Section 8. Exposure controls / personal protection

Control parameters

Exposure

CAS No.	Ingredient	Source	Value
0010043-01-3	Aluminum sulfate	ACGIH	No Established Limit
		OSHA	No Established Limit
		NIOSH	TWA 2 mg/m³
		Alberta	No Established Limit
		British Columbia	No Established Limit
		Manitoba	No Established Limit
		New Brunswick	No Established Limit
		Newfoundland and Labrador	No Established Limit
		Nova Scotia	No Established Limit
		Northwest Territories	No Established Limit
		Nunavut	No Established Limit
		Ontario	No Established Limit
		Prince Edward Island	No Established Limit
		Quebec	No Established Limit
		Saskatchewan	No Established Limit
		Yukon	No Established Limit



Exposure controls

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Chemical safety goggles and face shield.
Skin	Chemical resistant clothing such as coveralls/apron and boots should be worn. Avoid skin contact. Wear protective gloves. Wear suitable protective clothing. **Materials for Protective Clothing:** Chemically resistant materials and fabrics.
Engineering Controls	**Exposure Controls Appropriate Engineering Controls:** Emergency eyewash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.
Other Work Practices	Put on appropriate personal protective equipment. Chemically compatible gloves, protective clothing, and chemical resistant safety goggles,face shield. Insufficient

ventilation: wear respiratory protection. Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.
Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.
Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE). Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

See section 2 for further details.

Section 9. Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical State	liquid
Color	Clear
Odor	Odorless
Freezing point	-15.56 °C (3.99 °F)
Initial boiling point	101 °C (213.8 °F)
Flammability (solid, gas)	Not applicable
Upper/lower flammability or explosive limits	**Lower Explosive Limit:** No available information **Upper Explosive Limit:** No available information
Flash Point	°F °C, Test method: (Open/Close cup)
Auto-ignition temperature	No available information
Decomposition temperature	No available information
pH	1.4 – 2.6
Viscosity (cSt)	No available information
Solubility in Water	Completely Soluble in water.
Partition coefficient n-octanol/water (Log Kow)	No available information
Vapour pressure (Pa)	No available information
Relative Density	No available information
Vapour Density	No available information
Evaporation rate (Ether = 1)	No available information Not applicable
Specific Gravity	1.30 - 1.35

Other information

No other relevant information.

Section 10. Stability and reactivity

Reactivity

May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Chemical stability

Stable under recommended handling and storage conditions (see section 7).

Possibility of hazardous reactions

Hazardous polymerization will not occur.

Conditions to avoid

Direct sunlight, extremely high or low temperatures, and incompatible materials.

Incompatible materials

Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous decomposition products

Can liberate toxic and corrosive fumes of SO2 and SO3 under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Section 11. Toxicological information

Acute toxicity

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation vapour LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Product Acute Toxicity Estimates	3495	NA	NA	NA	NA

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation vapour LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Aluminum sulfate - (10043-01-3)	2,500.00, Rat - Category: 5	No data available.	No data available.	No data available.	No data available.

Carcinogen Data

CAS No.	Ingredient	Source	Value
0010043-01-3	Aluminum sulfate	IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
		ACGIH	No Established Limit

Classification	Category	Hazard Description
Acute toxicity (oral)	---	Not Applicable
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	1C	Causes severe skin burns and eye damage.
Serious eye damage/irritation	2	Causes serious eye irritation.
Respiratory sensitization	---	Not Applicable

Skin sensitization	---	Not Applicable
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

Possible routes of entry:

Symptoms and effects, both acute and delayed:

Contact with skin causes severe skin burns. Causes serious eye damage.

Acute Health Effects: the substance causes serious eyes damage and severe burns.

EYE: Contact causes serious eye damage. Causes permanent damage to the cornea, iris, or conjunctiva with redness, pain, swelling, blurred vision, and severe burns (Immediate). No delayed effects from eye contact are expected. No chronic effects from eye contact are known.

SKIN: Causes severe irritation which will progress to chemical burns. Symptoms may include redness, pain, serious skin burns, and blisters. (Immediate). No delayed effects from skin contact are expected. No chronic effects from skin contact are known.

INHALATION: May be corrosive to the respiratory tract. Prolonged exposure may cause irritation of the upper respiratory passages. (Immediate). May cause delayed pulmonary edema. No chronic effects from inhalation are known.

INGESTION: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract (Immediate). No delayed symptoms from ingestion are expected. No chronic effects from ingestion are known.

Indication of Any Immediate Medical Attention and Special Treatment Needed: If exposed or concerned, get medical advice and attention.

Most likely route(s) of exposure Skin, Eyes

Eyes Causes serious eye irritation.

Skin Causes severe skin burns and eye damage.

Section 12. Ecological information

Toxicity

Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Aluminum sulfate - (10043-01-3)	186.00, Danio rerio	38.20, Daphnia	0.45, Ceriodaphnia dubia

Persistence and degradability

There is no data available on the preparation itself.

Bioaccumulative potential

No available information

Mobility in soil

No available information

Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

Other adverse effects

No available information

Section 13. Disposal considerations

Waste treatment methods

Dispose of waste material in accordance with all local, regional, federal, provincial, state, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Section 14. Transport information



Classification Method: Classified as per Part 2, Sections 2.1 - 2.8 of the Transportation of Dangerous Goods Regulations.

	DOT / TDG (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
UN number	UN3264	UN3264	UN3264
UN proper shipping name	UN3264, Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate), 8, III	Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate)	Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate)
Transport hazard class(es)	**TDG Hazard Class:** 8 **Sub Class:** Not Applicable	**IMDG:** 8 **Sub Class:** Not Applicable	**Air Class:** 8 **Sub Class:** Not Applicable
Packing group	III	III	III

Environmental hazards

Marine Pollutant: No;

Special precautions for user

No available information

Section 15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented.

NFPA Ranking
Health (blue) :3
Fire (red) :0
Reactivity (yellow) :1
Special (white) :ACID



This product has been classified in accordance with the hazard criteria Hazardous Products Regulations (SOR/2015-17) and the SDS contains all of the information required by those regulations.

Toxic Substance Control Act (TSCA):

Aluminum sulfate (Present)

Water (Present)

EPCRA 311/312 Chemicals and RQs (lbs):

Aluminum sulfate (5,000.00)

Canadian Domestic Substance List (DSL):

Aluminum sulfate

Water

Canadian Non-Domestic Substance List (NDSL):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

New Jersey RTK Substances (>1%):

Aluminum sulfate

Pennsylvania RTK Substances (>1%):

Aluminum sulfate

Proposition 65 - Carcinogens (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Developmental Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Female Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Male Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 Label Warning:

This product contains no chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Chemical Name (CAS Number)	US TSCA	Australia AICS	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EN NLP	Mexico INSQ

Aluminum sulfate (0010043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS Number)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR 1	Japan PRTR 2	Philippines PICCS	New Zealand NZIOC
Aluminum sulfate (0010043-01-3)	Yes	Yes	No	No	No	No	Yes	Yes

Section 16. Other information

Revision Date 10/03/2023

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

H290 May be corrosive to metals.

H318 Causes serious eye damage.

H402 Harmful to aquatic life.

Disclaimer: The information presented herein is supplied as a guide to those who handle or use this product. Safe work practices must be employed when working with any materials. It is important that the end user makes a determination regarding the adequacy of the safety procedures employed during the use of this product.

Revision Summary

Section :	Modification
2	Updated skin corrosion category to H314 1C to match Transportation packing group III

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

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CHEMTRADE

http://www.chemtradelogistics.com

Liquid Ammonium Sulfate
PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate	
C.A.S.	7783-20-2 (Ammonium sulfate)	
	pH (neat)	3.0 - 7.0
	Specific Gravity @ 21°C (70°F)	1.216 - 1.228
	Freezing Point	Less than -12°C (10°F)
	Density, lbs./gal., US	10.15 - 10.25
	$(NH_4)_2SO_4$, %	38 - 40
	NH_3 Equivalent, %	9.8 - 10.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport
RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Liquid Ammonium Sulfate

CHEMTRADE

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018 Date of Issue: 05/01/2015 Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Statements : H401 - Toxic to aquatic life.

Precautionary Statements : P273 - Avoid release to the environment.
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60*	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1*	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear, faint yellow to amber colored
Odor	:	Odorless
Odor Threshold	:	Not available
pH	:	3 - 7
Evaporation Rate	:	Not available
Melting Point	:	Not applicable
Freezing Point	:	-12 °C (10.4 °F)
Boiling Point	:	Not available
Flash Point	:	Not available

Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Specific Gravity	:	1.216 - 1.228
Solubility	:	Not available
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.
Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.
Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)
Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

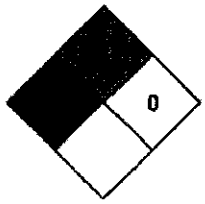
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible

Flammability : 1 Slight Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.


Responsible Care®
Gestion responsable™

Clar+Ion® CS4
PRODUCT DATA SHEET

CHARACTERISTICS

Clar+Ion® CS4 is a clear, blue-green colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture	
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)	
	pH (neat)	2.4 - 2.7
	Specific Gravity @ 21°C (70°F)	1.29 - 1.32
	Freezing Point (approx.)	-16°C (3°F)
	Density, lbs./gal., US	10.8 - 11.0
	Aluminum as Al, %	4.1 - 4.3
	Aluminum as Al_2O_3, %	7.7 - 8.1
	Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
	Soluble Cupric Iron (Cu^{+2}), %	0.20 - 0.31

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport Bulk car 275 US gal. one-way container 55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:
Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs. and for cupric sulfate is 10 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5054P Revision Date: February 25, 2024

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Clar+Ion® CS4

CHEMTRADE

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/26/2018 Date of Issue: 11/13/2014 Version: 2.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® CS4

FIFRA Number 83918

Intended Use of the Product

For professional use only.

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1	H290
Eye Dam. 1	H318
Aquatic Acute 3	H402
Aquatic Chronic 3	H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :



Signal Word : Danger

Hazard Statements : H290 - May be corrosive to metals.
H318 - Causes serious eye damage.
H402 - Harmful to aquatic life.
H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements : P234 - Keep only in original container.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a POISON CENTER or doctor.
P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.
P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS-No.) 7732-18-5	40 - 70	Not classified
Sulfuric acid, aluminum salt (3:2)	(CAS-No.) 10043-01-3	30 – 60+	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Sulfuric acid, copper(2+) salt (1:1), pentahydrate**	(CAS-No.) 7758-99-8	1 – 5+	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

+The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with Regulations Amending the Hazardous Product Regulations (HPR) SOR/2018-68 and 29 CRF 1910.1200.

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

**As Al2(SO4)3•14H2O (Dry Aluminum Sulfate).

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Corrosive to metals upon prolonged contact.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Specific End Use(s)

For professional use only.Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Copper compounds (Not applicable)		
USA ACGIH	ACGIH TWA (mg/m³)	1 mg/m³ (dust and mist)
USA NIOSH	NIOSH REL (TWA) (mg/m³)	1 mg/m³ (dust and mist)

USA IDLH	US IDLH (mg/m³)	100 mg/m³ (dust and mist)
Manitoba	OEL TWA (mg/m³)	1 mg/m³ (dust and mist)
Newfoundland & Labrador	OEL TWA (mg/m³)	1 mg/m³ (dust and mist)
Nova Scotia	OEL TWA (mg/m³)	1 mg/m³ (dust and mist)
Prince Edward Island	OEL TWA (mg/m³)	1 mg/m³ (dust and mist)

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear to blue green color
Odor	:	Not available
Odor Threshold	:	Not available
pH	:	2.4 - 2.7
Evaporation Rate	:	Not available
Melting Point	:	Not available
Freezing Point	:	-16 °C (3.2 °F)
Boiling Point	:	Not available
Flash Point	:	Not available
Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Relative Density	:	Not available
Specific Gravity	:	1.29 - 1.32
Solubility	:	100% in water.
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Hazardous Decomposition Products: Thermal decomposition generates: sulfur oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Effects After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

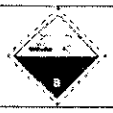
SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant**: N/A
Emergency Response	**ERG Number** : 154	**ERAP Index:** Not applicable	**EMS:** F-A, S-B	**ERG code (IATA):** 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+Ion® CS4
Immediate (acute) health hazard

US TSCA Flags Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL as (7758-98-7)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) * Anhydrous form is listed on TSCA as (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 05/26/2018

Revision Summary

Section	Change	Date Changed
5	Language modified	05/26/2018
6	Language modified	05/26/2018
7	Language modified	05/26/2018
10	Language modified	05/26/2018
13	Language modified	05/26/2018
14	Language modified	05/26/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1

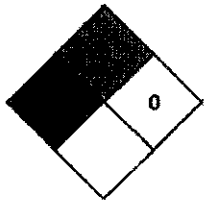
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Materials that, under emergency conditions, can cause serious or permanent injury.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Material that in themselves are normally stable, even under fire conditions.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity

China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care® **Gestion responsable™**

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, July 26, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Texas+TX&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Chemtrade Logistics, Inc.
155 Gordon Baker Road
Suite 300
Toronto, ON M2H 3N5
Canada
1-866-887-8805
416-496-5856
Visit this company's website
(http://www.chemtradelogistics.com)

Facility : Beaumont, TX

Sodium Bisulfite[1]

Trade Designation	*Product Function*	*Max Use*
Sodium Bisulfite	Dechlorinator & Antioxidant	50mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	50mg/L

[1] This product contains sulfite.
Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.
The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
93% Sulfuric Acid	pH Adjustment	50mg/L
98% Sulfuric Acid	pH Adjustment	50mg/L
99% Sulfuric Acid	pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Chemtrade Solutions LLC (formerly General Chemical LLC)

155 Gordon Baker Road
Suite 300
Toronto, ON M2H 3N5
Canada
866-887-8805
416-496-5856
Visit this company's website (http://www.chemtradelogistics.com)

Facility : Celina, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
60% LFS	Coagulation & Flocculation	600mg/L
Fe3	Coagulation & Flocculation	600mg/L
Fer+Ion F10	Coagulation & Flocculation	450mg/L
Fer+Ion F15	Coagulation & Flocculation	336mg/L
Fer+Ion F150	Coagulation & Flocculation	600mg/L
Fer+Ion F1550	Coagulation & Flocculation	600mg/L
Fer+Ion F20	Coagulation & Flocculation	256mg/L
Fer+Ion F250	Coagulation & Flocculation	600mg/L
Fer+Ion F3	Coagulation & Flocculation	600mg/L

Fer+Ion F350	Coagulation & Flocculation	600mg/L
Fer+Ion F5	Coagulation & Flocculation	600mg/L
Fer+Ion F7	Coagulation & Flocculation	600mg/L
Fer+Ion F750	Coagulation & Flocculation	600mg/L
Ferric Sulfate 50%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 55%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 60%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Polymer Blends

Trade Designation	*Product Function*	*Max Use*
Fer+Ion 202.5	Coagulation & Flocculation	250mg/L
Fer+Ion 205	Coagulation & Flocculation	250mg/L
Fer+Ion 2050	Coagulation & Flocculation	400mg/L
Fer+Ion 2055	Coagulation & Flocculation	400mg/L
Fer+Ion 210	Coagulation & Flocculation	250mg/L
Fer+Ion 2100	Coagulation & Flocculation	200mg/L
Fer+Ion 2105	Coagulation & Flocculation	200mg/L
Fer+Ion 215	Coagulation & Flocculation	166mg/L
Fer+Ion 302.5[PY]	Coagulation & Flocculation	250mg/L
Fer+Ion 305[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 3050[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 3055[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 310[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion 3100[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion 3105[PY]	Coagulation & Flocculation	100mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Odem, TX

Aluminum Chlorohydrate [AL]

Trade Designation	*Product Function*	*Max Use*
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92010	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92015	Coagulation & Flocculation	250mg/L

Hyper+Ion® 92020	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92025	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate/Polyaluminum Chloride[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92006	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92035	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92040	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92045	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92050	Coagulation & Flocculation	150mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L

Hyper+lon® 800	Coagulation & Flocculation	250mg/L
Hyper+lon® 8551	Coagulation & Flocculation	250mg/L
Hyper+lon® 9128	Coagulation & Flocculation	250mg/L
Hyper+lon® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

Trade Designation	*Product Function*	*Max Use*
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® 9341[CP] [PO]	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Clar+Ion® CS[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS12[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS4[CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® CS8[CP]	Coagulation & Flocculation	200mg/L
Gen+Pas® 701	Coagulation & Flocculation	400mg/L
Gen+Pas® 703	Coagulation & Flocculation	400mg/L
Gen+Pas® 705	Coagulation & Flocculation	400mg/L
Gen+Pas® 707	Coagulation & Flocculation	400mg/L
Gen+Pas® 710	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*

Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Citric Acid[1]

Trade Designation	*Product Function*	*Max Use*
Citric Acid Solution	Membrane Cleaner	NA
Genclean 704	Membrane Cleaner	NA
Liquid Citric Acid	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

Copper Sulfate[CP]

Trade Designation	*Product Function*	*Max Use*
Aqua-Ox 446[PO]	Algicide	16mg/L
Copper Sulfate Solution	Algicide	16mg/L
Liquid Copper Sulfate 25%	Algicide	16mg/L

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clar+Ion® P825	Coagulation & Flocculation	50mg/L
Clar+Ion® P830	Coagulation & Flocculation	50mg/L
Clar+Ion® P846	Coagulation & Flocculation	50mg/L
Clar+Ion® P850	Coagulation & Flocculation	50mg/L
Clar+Ion® P855	Coagulation & Flocculation	50mg/L
Clar+Ion® P9160	Coagulation & Flocculation	32mg/L
Clar+Ion® P9161	Coagulation & Flocculation	32mg/L
Clar+Ion® P917	Coagulation & Flocculation	25mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Hyper+Lyte 30	Coagulation & Flocculation	3.5mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyaluminum Chloride [AL]

Trade Designation	*Product Function*	*Max Use*
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92010	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92015	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92020	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92025	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends

Trade Designation	*Product Function*	*Max Use*
Clar+Ion A403P[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® 9100[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91008[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91012[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91014[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91018[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91024[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 910312[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91034[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91042[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91044[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91048[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91054[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91108[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91212[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91214[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 914112[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91414[AL] [CP]	Coagulation & Flocculation	400mg/L

Clar+Ion® 91734[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® A402H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A403H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041M[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A407.5P[AL] [PY]	Coagulation & Flocculation	333mg/L
Clar+Ion® A410P[AL]	Coagulation & Flocculation	250mg/L
Clar+Ion® A412P[AL]	Coagulation & Flocculation	208mg/L
Clar+Ion® A4522[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® P950[PY]	Coagulation & Flocculation	40mg/L
Clar+Ion® P951[PY]	Coagulation & Flocculation	40mg/L
Hyper+Ion® 92300[AL] [PY]	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92303[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 9233[AL] [PY]	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92412[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92413[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92414[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92415[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92416[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92417[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92418[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92419[AL] [CP]	Coagulation & Flocculation	300mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20-30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Terrell, TX

Aluminum Chlorohydrate[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+lon® 1204	Coagulation & Flocculation	250mg/L
Hyper+lon® 2167	Coagulation & Flocculation	250mg/L
Hyper+lon® 3109	Coagulation & Flocculation	250mg/L
Hyper+lon® 5044	Coagulation & Flocculation	250mg/L
Hyper+lon® 800	Coagulation & Flocculation	250mg/L
Hyper+lon® 9128	Coagulation & Flocculation	250mg/L
Hyper+lon® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L

Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L
Hyper+Ion® 800	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9128	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

Trade Designation	*Product Function*	*Max Use*
CPL-44420	Coagulation & Flocculation	100mg/L
EC-463	Coagulation & Flocculation	43mg/L
Gen+Pac® 1270-20A	Coagulation & Flocculation	100mg/L
Gen+Pac® 1270-35A	Coagulation & Flocculation	71mg/L
Hyper+Ion® 1001	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1055	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1098	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1246	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1271	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1319	Coagulation & Flocculation	250mg/L

Hyper+Ion® 1339	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1432	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1487	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1530	Coagulation & Flocculation	200mg/L
Hyper+Ion® 1587	Coagulation & Flocculation	40mg/L
Hyper+Ion® 1614	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1674	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1814	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1816	Coagulation & Flocculation	62mg/L
Hyper+Ion® 2061	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2063	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2065	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2107	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2143	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2230	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2248	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2269	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2324	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2411	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2441	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2467	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2542	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2558	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2614	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2819	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2908	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3072	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3077	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3108	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3212	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3228	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3238	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3307	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3488	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3530	Coagulation & Flocculation	71mg/L
Hyper+Ion® 3558	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3602	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3768	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3794	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3872	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3883	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3938	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4018	Coagulation & Flocculation	100mg/L

Hyper+Ion® 4019	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4035	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4107	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4131	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4195	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4262	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4362	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4457	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4557	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4602	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4616	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4639	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4654	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4703	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4815	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5022	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5051	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5220	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5268	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5397	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5417	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5540	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5576	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5632	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5725	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5754	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6106	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6121	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6205	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6351	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6353	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6354	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6388	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6481	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6550	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6680	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6844	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6865	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6897	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6902	Coagulation & Flocculation	250mg/L

Hyper+Ion® 701	Coagulation & Flocculation	250mg/L
Hyper+Ion® 702	Coagulation & Flocculation	250mg/L
Hyper+Ion® 705	Coagulation & Flocculation	200mg/L
Hyper+Ion® 7080	Coagulation & Flocculation	100mg/L
Hyper+Ion® 710	Coagulation & Flocculation	100mg/L
Hyper+Ion® 7192	Coagulation & Flocculation	250mg/L
Hyper+Ion® 720	Coagulation & Flocculation	50mg/L
Hyper+Ion® 7224	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 725	Coagulation & Flocculation	40mg/L
Hyper+Ion® 7253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 725D	Coagulation & Flocculation	43mg/L
Hyper+Ion® 7287	Coagulation & Flocculation	250mg/L
Hyper+Ion® 735	Coagulation & Flocculation	29mg/L
Hyper+Ion® 7420	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7479	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7748	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7793	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7821	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7832	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7918	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7970	Coagulation & Flocculation	250mg/L
Hyper+Ion® 802	Coagulation & Flocculation	250mg/L
Hyper+Ion® 805	Coagulation & Flocculation	250mg/L
Hyper+Ion® 810	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8135	Coagulation & Flocculation	250mg/L
Hyper+Ion® 820	Coagulation & Flocculation	125mg/L
Hyper+Ion® 8233	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8240	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8302	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8323	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8348	Coagulation & Flocculation	250mg/L
Hyper+Ion® 835	Coagulation & Flocculation	71mg/L
Hyper+Ion® 8364	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8518	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8608	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8815	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8871	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9003	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9020	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9033	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9057	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9079	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9123	Coagulation & Flocculation	250mg/L

Hyper+Ion® 9127	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9170	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9194	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9291	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9309	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9318	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9350	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9366	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9369	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9387	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9408	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9442	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9489	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9498	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9607	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9676	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9691	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9743	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9803	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9822	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9863	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9968	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9982	Coagulation & Flocculation	250mg/L
Hyper+lon® 1752	Coagulation & Flocculation	100mg/L
Hyper+lon® 2275	Coagulation & Flocculation	100mg/L
Hyper+lon® 3178	Coagulation & Flocculation	100mg/L
Hyper+lon® 3821	Coagulation & Flocculation	100mg/L
Hyper+lon® 4102	Coagulation & Flocculation	100mg/L
Hyper+lon® 5677	Coagulation & Flocculation	100mg/L
Hyper+lon® 6225	Coagulation & Flocculation	100mg/L
Hyper+lon® 7071	Coagulation & Flocculation	100mg/L
Hyper+lon® 7327	Coagulation & Flocculation	100mg/L
Hyper+lon® 8804	Coagulation & Flocculation	100mg/L
Hyper+lon® 9140	Coagulation & Flocculation	100mg/L
Hyper+lon® 9558	Coagulation & Flocculation	100mg/L
Hyper+lon® 9850	Coagulation & Flocculation	100mg/L
Hyper+lon® 9903	Coagulation & Flocculation	100mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 2

Number of matching Products is 409

Processing time was 0 seconds

FY24-095
Brenntag Southwest, Inc.
Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Brenntag Southwest, Inc. Information

Contact: Gayle Tullier
Address: 704 E Wintergreen Rd
Lancaster, TX 75134
Phone: (972) 218-3500
Email: gayletullier@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Gayle Tullier
Signature

gayle.tullier@brenntag.com
Email

Submitted at 8/8/2024 11:46:10 AM (CT)

Response Attachments

FY24-095 Water & Wastewater Chemicals.pdf

FY24-095 - Water & Wastewater Treatment Chemicals

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire-Revised 1-1-2021

Form 1295 Certificate 101246593.pdf

Form 1295 Certificate

FY24-095 COQ FORM AND INSTRUCTIONS (1).pdf

FY24-095 COQ Form

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit

NSF Certifications.pdf

NSF Certifications

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Brenntag Southwest, Inc.; W. Thomas Crain, Jr.; (972) 218-3500

4 **State how long under has the business been in its present business name**

58 Years

5 **If applicable, list all other names under which the Business identified above operated in the last five years**

N/A

6 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

9 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13 **Construction Contract**

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

New Submission

16 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

W. Thomas Crain, Jr.

17 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Water and Wastewater Treatment Chemicals Utilities Department

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Brenntag Southwest, Inc.

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Brenntag North America

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

31 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

32 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

33 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

W. Thomas Crain, Jr. President Brenntag Southwest, Inc. August 8, 2024

34 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

35 **Company Information Questionnaire**

☑ I have completed this section

36 **Conflict of Interest Questionnaire**

☑ I have completed this section

37 **Non-Collusive Affidavit**

☑ I have completed and included this form

38 **Discretionary Contracts Disclosure**

☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 7804

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

42

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

4 4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

4 5 Electronic Pricing & Manual Bid Pricing

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $4,070,780.00

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $16,450.00 Total: $148,050.00

Supplier Notes: $16,450.00 for 47,000 lb shipment. Price is equivalent to $0.35/lb.

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $1,680.00 Total: $15,120.00

Supplier Notes: Price is $1,680.00/Tote

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $14,100.00 Total: $126,900.00

Supplier Notes: $14,100.00 for 47,000 lb shipment. Price is equivalent to $0.30/lb

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: $319.00 Total: $28,710.00

Supplier Notes: $319.00/Drum or $3.19/lb. Price is for average order of 40 drums.

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder Price: $2,475.00 Total: $2,772,000.00

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: $10,000.00 Total: $500,000.00

Supplier Notes: $10,000.00 for 50,000 lb shipment is equivalent to $0.20/lb

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). Price: $9,600.00 Total: $480,000.00

Supplier Notes: $9,600.00 for 48,000 lb shipment is equivalent to $0.20/lb

Response Total: $4,070,780.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders),** in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) **(Water Treatment Plants & Wastewater Treatment Plants)**
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer **(Water Treatment Plants)**

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers **(Wastewater Treatment Plants)**

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer **(Water Treatment Plants & Wastewater Treatment Plants)**
Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) **(Water Treatment Plants)**
The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow
Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate **(Water Treatment Plants)**
Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Brenntag Southwest, Inc.

Signature of person authorized to sign bid W. Thomas Crain Jr. Date August 8, 2024

Print Name of person authorized to sign bid W. Thomas Crain, Jr.

Title: President

Business Address: 704 E. Wintergreen Rd.

City, State, Zip Code: Lancaster, Texas 75134

Telephone Number: (972) 218-3500 Fax Number: (972) 218-3501

Contact Person Email Address: gayle.tullier@brenntag.com

Federal Tax ID Number: 75-1898378

Bidders Principal/Corporate Place of Business Address: 610 Fisher Road, Longview, TX 75604

Indicated Status of Business:

Corporation X Partnership_____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 58 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) No

A Non-Disclosure Agreement MUST be signed prior to the release of any documents.

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ 16,450.00	$148,050.00
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ 1,680.00	$ 15,120.00
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ 14,100.00	$ 126,900.00
4	Calcium Hypochlorite	100 Lbs. Drum	90	$ 390.00	$ 35,100.00
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$2,475.00	$ 2,772,000.00
6	Liquid Chlorine	150 lbs. Cylinder	630	$ NO BID	$ NO BID
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	$ NO BID	$NO BID
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$ NO BID	$ NO BID
9	Anionic Polymer	270 Gal. Tote	10	$ NO BID	$ NO BID
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	$ 10,000.00	$ 500,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	$ NO BID	$NO BID
12	Wastewater Polymer	25,000 Lbs.	9	$ NO BID	$ NO BID
13	Wastewater Polymer	55 Gallon Drum	50	$ NO BID	$ NO BID
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	$ 9,600.00	$480,000.00

Company Name: Brenntag Southwest, Inc.

Owner/President Name: W. Thomas Crain, Jr.

Company Address: 704 E. Wintergreen Rd.

City, State, Zip Code: Lancaster, Texas 75134

Company Authorized Representative's Signature: W. Thomas Crain Jr.

Company Representative's Name: W. Thomas Crain, Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

******If the bidder submits both an electronic bid and a properly completed manual bid, ***the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*** If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

W. Thomas Crain, Jr. (Name) W. Thomas Crain Jr. (Signature) August 8, 2024 (Date)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. **Name of person who has a business relationship with local governmental entity.**
Brenntag Southwest, Inc.

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or business relationship.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

W. Thomas Crain Jr.
Signature of person doing business with the governmental entity

August 8, 2024
Date

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

W. Thomas Crain, Jr.

Being first duly sworn, deposes and says:

That he/she is President
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

W. Thomas Crain Jr.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of August 20 24.

Notary Public

My commission expires:

August 29, 2024

KRISLA CADENHEAD
My Notary ID # 130800221
Expires August 29, 2024

28.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

W. Thomas Crain, Jr.

First M.I. Last Suffix

***2. Contract Information.**

a) Contract or Project name(s):

Water & Wastewater Treatment Chemicals

b) Originating Department(s): Utilities Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Brenntag Southwest, Inc.	W. Thomas Crain Jr.		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies):

Brenntag North America

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

W. Thomas Crain, Jr.	W. Thomas Crain Jr.	President
Name (Print)	Signature	Title
Brenntag Southwest, Inc.		August 8, 2024
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1198358

Date Filed:
08/08/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brenntag Southwest, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-095
Water & Wastewater Treatment Chemicals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77.

My address is 7134 Tabor Drive (street), Dallas (city), TX (state), 75231 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 8th day of August (month), 2024 (year).

W. Thomas Crain Jr.
Signature of authorized agent of contracting business entity
(Declarant)

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

BRENNTAG

Reservation of Rights

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all of the contractual terms set forth in any *subsequent* purchase order, contract, agreement, etc. to be presented at a later date to the successful bidder. Accordingly, Brenntag Southwest, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website (http://www.brenntag.com)

Facility : Catoosa, OK

Sodium Hydroxide[4]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[4] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Nowata, OK

Sodium Hydroxide[2]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Sand Springs, OK

Sodium Hydroxide[2]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Elmendorf, TX

Sodium Hydroxide[1]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Houston, TX

Sodium Hydroxide[6]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L

[6] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Lancaster, TX

Sodium Hydroxide[1]

Trade Designation	*Product Function*	*Max Use*
20% Liquid Caustic Soda	Corrosion & Scale Control	250mg/L
25% Liquid Caustic Soda	Corrosion & Scale Control	200mg/L
30% Liquid Caustic Soda	Corrosion & Scale Control	167mg/L
50% Liquid Caustic Soda	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques

for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 1 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

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Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=+Dodhia+Chem%2DTex+Pvt%2E+Ltd%2E+&ChemicalName=Calcium+Hypochlorite&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Dodhia Chem-Tex Pvt. Ltd.

98/2, Dodhia House, New Mavjil Compound
Narpoli, Behind Ratan Talkies, Dist.
Thane, Bhiwandi, Maharashtra 421302
India
91 996 0864000
Visit this company's website (http://www.dodhiagroup.com)

Facility : Maharashtra, India

Calcium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Bleaching Powder	Disinfection & Oxidation Algicide	13mg/L
Calcium Hypochlorite	Disinfection & Oxidation Algicide	13mg/L
Calcium Oxychloride	Disinfection & Oxidation Algicide	13mg/L
Chlorinated Lime	Disinfection & Oxidation Algicide	13mg/L
Hi Clear	Disinfection & Oxidation Algicide	13mg/L

Stable Bleaching Powder	Disinfection & Oxidation Algicide	13mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Chlorine&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website (http://www.brenntag.com)

Facility : Catoosa, OK

Chlorine[CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.
Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and
Storage of Hypochlorite Solutions appendix for information on preservation techniques for
hypochlorite bleach in transit and storage.

Facility : Nowata, OK

Chlorine[CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Houston, TX

Chlorine[1] [CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine	Disinfection & Oxidation	30 mg/L

[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.
[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website
(http://www.brenntag.com)

Facility : Nowata, OK

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate 38%-40%	Chloramination	60mg/L
Ammonium Sulfate Liquid	Chloramination	60mg/L
LAS 40%	Chloramination	60mg/L

Facility : Elmendorf, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
AQUAMINE	Disinfection & Oxidation Chloramination	40mg/L
Ammonium Sulfate 38-40%	Disinfection & Oxidation Chloramination	40mg/L

Facility : Houston, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
AQUAMINE 8%	Disinfection & Oxidation Chloramination	108mg/L
Ammonium Sulfate	Chloramination	40mg/L
Ammonium Sulfate 8%	Disinfection & Oxidation Chloramination	108mg/L
Aquamine	Chloramination	40mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Brenntag Southwest, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 W. Thomas Cain

Signature of vendor doing business with the governmental entity

August 8, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Brenntag Southwest, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 W. Thomas Cox

Signature of vendor doing business with the governmental entity

August 8, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Brenntag Southwest, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 W. Thomas Crain

Signature of vendor doing business with the governmental entity

August 8, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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
CERTIFICATION OF FILING

Certificate Number:
2024-1198358

Date Filed:
08/08/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brenntag Southwest, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-095
Water & Wastewater Treatment Chemicals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77.

My address is 7134 Tabor Drive (street), Dallas (city), TX (state), 75231 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 8th day of August (month), 2024 (year).

W. Thomas Crain Jr.
Signature of authorized agent of contracting business entity
(Declarant)

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?
Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?
When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
  (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?
Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than $100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted**: one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 **Name of vendor who has a business relationship with local governmental entity.**

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

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(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.**

Brenntag Southwest, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 W. Thomas Green Jr.

Signature of vendor doing business with the governmental entity

August 8, 2024

Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

W. Thomas Crain, Jr.
Being first duly sworn, deposes and says:

That he/she is President
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

W. Thomas Crain Jr.
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of August 20 24.

Notary Public

My commission expires:

August 29, 2024

NOTARY PUBLIC STATE OF TEXAS
KRISLA CADENHEAD
My Notary ID # 130800221
Expires August 29, 2024

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website (http://www.brenntag.com)

Facility : Catoosa, OK

Sodium Hydroxide[4]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[4] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Nowata, OK

Sodium Hydroxide[2]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Sand Springs, OK

Sodium Hydroxide[2]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Elmendorf, TX

Sodium Hydroxide[1]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Houston, TX

Sodium Hydroxide[6]

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L

[6] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Lancaster, TX

Sodium Hydroxide[1]

Trade Designation	*Product Function*	*Max Use*
20% Liquid Caustic Soda	Corrosion & Scale Control	250mg/L
25% Liquid Caustic Soda	Corrosion & Scale Control	200mg/L
30% Liquid Caustic Soda	Corrosion & Scale Control	167mg/L
50% Liquid Caustic Soda	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques

for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 1 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=+Dodhia+Chem%2DTex+Pvt%2E+Ltd%2E+&ChemicalName=Calcium+Hypochlorite&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Dodhia Chem-Tex Pvt. Ltd.

98/2, Dodhia House, New Mavjil Compound
Narpoli, Behind Ratan Talkies, Dist.
Thane, Bhiwandi, Maharashtra 421302
India
91 996 0864000
Visit this company's website
(http://www.dodhiagroup.com)

Facility : Maharashtra, India

Calcium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Bleaching Powder	Disinfection & Oxidation Algicide	13mg/L
Calcium Hypochlorite	Disinfection & Oxidation Algicide	13mg/L
Calcium Oxychloride	Disinfection & Oxidation Algicide	13mg/L
Chlorinated Lime	Disinfection & Oxidation Algicide	13mg/L
Hi Clear	Disinfection & Oxidation Algicide	13mg/L

Stable Bleaching Powder	Disinfection & Oxidation Algicide	13mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Chlorine&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website (http://www.brenntag.com)

Facility : Catoosa, OK

Chlorine[CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.
Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and
Storage of Hypochlorite Solutions appendix for information on preservation techniques for
hypochlorite bleach in transit and storage.

Facility : Nowata, OK

Chlorine[CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Houston, TX

Chlorine[1] [CL]

Trade Designation	*Product Function*	*Max Use*
Chlorine	Disinfection & Oxidation	30 mg/L

[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.
[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest
610 Fisher Road
Longview, TX 75604
United States
800-722-3145
918-273-2265
Visit this company's website
(http://www.brenntag.com)

Facility : Nowata, OK

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate 38%-40%	Chloramination	60mg/L
Ammonium Sulfate Liquid	Chloramination	60mg/L
LAS 40%	Chloramination	60mg/L

Facility : Elmendorf, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
AQUAMINE	Disinfection & Oxidation Chloramination	40mg/L
Ammonium Sulfate 38-40%	Disinfection & Oxidation Chloramination	40mg/L

Facility : Houston, TX

Ammonium Sulfate

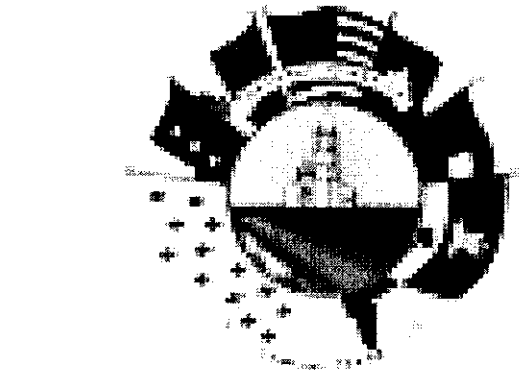
Trade Designation	*Product Function*	*Max Use*
AQUAMINE 8%	Disinfection & Oxidation Chloramination	108mg/L
Ammonium Sulfate	Chloramination	40mg/L
Ammonium Sulfate 8%	Disinfection & Oxidation Chloramination	108mg/L
Aquamine	Chloramination	40mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds



Laredo
TEXAS

FY24-095
Hawkins Inc.
Hawkins Inc.
Supplier Response

Event Information

Number:	FY24-095
Title:	FY24-095 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	7/22/2024
Deadline:	8/8/2024 05:00 PM (CT)
Notes:	******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Hawkins Inc. Information

Contact: David Schindeldecker
Address: 2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304
Email: david.schindeldecker@hawkinsinc.com
Web Address: hawkinsinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Douglas Lange
Signature

bids@hawkinsinc.com
Email

Submitted at 8/5/2024 09:41:44 AM (CT)

Supplier Note

Response items 1.1 and 1.3 per 47,000 lb. load. Variance: Hawkins Inc. does not carry Professional Liability/E&O insurance coverage. See Section 41. (d) As a commodity chemical product supplier, professional services fall outside the scope of our work/service provided for this contract. We are a product delivery based provider, not a Professional Services based provider; like a consultant, IT Professional, Medical Professional or architect.

Response Attachments

Laredo TX Chemicals bid 2024-25 support docs.pdf

CIQ form and Non-collusive Affidavit

Form 1295 Certificate 101242932 Laredo TX 8-1-2024.pdf

Form 1295 - Hawkins Inc. C/O Laredo

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Hawkins Inc. - Douglas Lange (612) 331-6910

4	**State how long under has the business been in its present business name** Incorporated in 1955. Founded in 1938
5	**If applicable, list all other names under which the Business identified above operated in the last five years** Hawkins purchased NAPCO in 2021.
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13 Construction Contract

Construction Contract Requires Acknowledgement

☑ Acknowledge

14 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 This is a

New Submission

16 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Douglas Lange

17 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY24-095 Water & Wastewater Treatment Chemicals, Utilities Department

18 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Hawkins Inc.

19 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not Applicable

20 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

21 Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Douglas Lange, Vice President, Water Treatment Group, Hawkins Inc., August 1, 2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

4 3 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 **Electronic Pricing & Manual Bid Pricing**

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $198,603.00

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $11,938.00 Total: $107,442.00

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $1,575.00 Total: $14,175.00

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $8,554.00 Total: $76,986.00

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums ***No Bid***

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder — ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) — ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) — ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) — ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) — ***No Bid***

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) — ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) — ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum — ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). — ***No Bid***

Response Total: $198,603.00

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.**

Hawkins Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7/30/2024

Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ {} Minnesota
COUNTY ~~OF WEBB~~ {} Ramsey

Richard Erstad

Being first duly sworn, deposes and says:

That he/she is Vice President, Corporate Secretary (Officer) and General Council
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of July 20 24

Notary Public

My commission expires:

January 31, 2027

David W Schindeldecker
Notary Public
Minnesota
My Commission Expires January 31, 2027

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
CERTIFICATION OF FILING

Certificate Number:
2024-1195131

Date Filed:
08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hawkins Inc.
Roseville, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-095
Water and Wastewater Chemicals - Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Douglas Lange and my date of birth is 10-7-1969

My address is 2381 Rosegate (street) Roseville (city) MN (state) 55113 (zip code) USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ramsey County, State of Minnesota on the 1st day of August (month) 20 24 (year)

Signature of authorized agent of contracting business entity
(Declarant)

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
CERTIFICATION OF FILING

Certificate Number:
2024-1195131

Date Filed:
08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hawkins Inc.
Roseville, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

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FY24-095
Water and Wastewater Chemicals - Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Douglas Lange and my date of birth is 10-7-1969

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I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ramsey County, State of Minnesota, on the 1st day of August (month) 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FY24-095

Univar Solutions USA Inc.

Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Univar Solutions USA Inc. Information

Contact: Roise Holiday
Address: 8201 S 212th Street
Kent, WA 98032
Phone: (206) 653-5075
Email: muniteam-west@univarsolutions.com
Web Address: www.univarsolutions.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Roise Holiday
Signature

roise.holidayhenry@univarsolutions.com
Email

Submitted at 8/6/2024 12:44:30 PM (CT)

Response Attachments

City of Laredo chemical bid 2024.pdf

City of Laredo bid packet

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Univar Solutions USA LLC, Roise Holiday 206-653-5075
4	**State how long under has the business been in its present business name** 100 years
5	**If applicable, list all other names under which the Business identified above operated in the last five years** Univar Solutions
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NO

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

9 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

13	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
14	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
15	**This is a** New Submission
16	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Roise Holiday
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-095 Water Wastewater Treatment Chemicals
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Univar Solutions USA LLC
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
20	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
22	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Univar Solutions USA LLC Roise Holiday Municipal Specialist 8/6/2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

43

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 **Electronic Pricing & Manual Bid Pricing**

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $27.14

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $0.2188 Total: $1.97

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $0.13 Total: $1.17

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums ***No Bid***

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: $0.24 Total: $12.00

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). Price: $0.24 Total: $12.00

Response Total: $27.14

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com

UnivarSolutions
Innovate. Grow. Together

August 6, 2024

City of Laredo
Attn: City Secretary
1110 Houston St., 3rd Floor
Laredo TX 78040

RE: FY24-095 Water Wastewater Treatment Chemicals

Dear City Secretary

Univar USA Inc. is pleased to offer a price quote on your Bid due Thursday, August 8, 2024 at 5:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Roise Holiday
Sr. Municipal Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor; Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

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Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arzola
Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;
1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or
Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or
Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) **(Water Treatment Plants & Wastewater Treatment Plants)**
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate $(AL_2O_{12}S_3)$ 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum), %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer **(Water Treatment Plants)**
Chemical Composition
The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers **(Wastewater Treatment Plants)**
Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer **(Water Treatment Plants & Wastewater Treatment Plants)**
Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) **(Water Treatment Plants)**
The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow
Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate **(Water Treatment Plants)**

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Univar Solutions USA LLC

Signature of person authorized to sign bid _____ Date 8/6/2024

Print Name of person authorized to sign bid Roise Holiday

Title: Municipal Specialist

Business Address: 8201 S 212th Street

City, State, Zip Code: Kent, WA 98032

Telephone Number: 206-653-5075 Fax Number: _____

Contact Person Email Address: roise.holidayhenry@univarsolutions.com

Federal Tax ID Number: 91-1347935

Bidders Principal/Corporate Place of Business Address: Downer's Grove, IL

Indicated Status of Business:

Corporation _____ Partnership X Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 100 years

If applicable, list all other names under which the Business identified above operated in the last five years.

n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / ☒ No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / NO

Is any litigation pending against the Business? Yes / NO

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / NO
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / NO

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / NO

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / NO

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / NO

Is the Business in arrears in any contract or debt? Yes / NO

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / NO

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / NO

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes NO Disadvantaged Business Enterprise (DBE): Yes NO

Small Disadvantaged Business Enterprise (SDBC) Yes NO Other: Please specify

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$0.2188	$92,552.40
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$	$ No Bid
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$0.13	$54,990.00
4	Calcium Hypochlorite	100 Lbs. Drum	90	$	$ No Bid
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$	$ No Bid
6	Liquid Chlorine	150 lbs. Cylinder	630	$	$ No Bid
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	$	$ No Bid
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$	$ No Bid
9	Anionic Polymer	270 Gal. Tote	10	$	$ No Bid
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	$0.24	$600,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	$	$ No Bid
12	Wastewater Polymer	25,000 Lbs.	9	$	$ No Bid
13	Wastewater Polymer	55 Gallon Drum	50	$	$ No Bid
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	$	$ No Bid

Company Name: Univar Solutions USA LLC

Owner/President Name: David Jukes

Company Address: 8201 S 212th Street

City, State, Zip Code: Kent, WA 98032

Company Authorized Representative's Signature: Roise Holiday

Company Representative's Name: Roise Holiday

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

******If the bidder submits both an electronic bid and a properly completed manual bid, ***the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*** If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Roise Holiday — Name | _____ Signature | 8/6/2024 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Univar Solutions USA LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

City of Laredo
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — 8/6/2024 Date

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says: Roise Holiday

That he/she is Municipal Specialist
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6 day of August 2024.

Notary Public

My commission expires:

08-18-2028

NOTARIAL SEAL STATE OF OHIO

Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

28.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ✓ New Submission or ___ Correction or ___ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Roise		Holiday	Mrs.

***2. Contract Information**

a) Contract or Project name(s): FY24-095, Water Wastewater Treatment Chemicals

b) Originating Department(s): Chemicals

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Roise Holiday			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** n/a

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: n/a

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Roise Holiday		Municipal Specialist
Name (Print)	Signature	Title
Univar Solutions USA LLC		8/6/2024
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Univar Solutions USA LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

City of Laredo

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

n/a

6 ☑ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

8/6/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE
[Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?
Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?
When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
  (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?
Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than $100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted**: one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 **Name of vendor who has a business relationship with local governmental entity.**

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Univar Solutions USA LLC

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

City of Laredo

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

n/a

6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

8/6/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized********

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says: Roise Holiday

That he/she is Municipal Specialist
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6 day of August 2024.

Notary Public

My commission expires:

08-18-2024

NOTARIAL SEAL STATE OF OHIO

Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

Line #	Description	QTY	UOM	Chemrite, Inc.		DPC Industries, Inc.		G2O Technologies LLC		Polydyne Inc.		Chemtrade Chemicals US LLC		Brenntag Southwest, Inc.	
				Total Price	$14,100.00	Total Price	$159,030.00	Total Price	$671,865.00	Total Price	$837,688.00	Total Price	$1,188,832.50	Total Price	$2,803,380.00
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees	1	EA	$14,100.00	$14,100.00	$159,030.00	$159,030.00	$671,865.00	$671,865.00	$837,688.00	$837,688.00	$1,188,832.50	$1,188,832.50	$2,803,380.00	$2,803,380.00
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.2	Liquid Sodium Hydroxide (50%) Average order (3,500 gallons.)	9	275 Gallon Tote (Gallon)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.5	Calcium Hypochlorite Average order (40 drums)	60	100 lb. Drums	$235.00				No Bid		No Bid		No Bid		$312.00	
1.6	Liquid Chlorine Average order (480 cylinders)	540	2000 lb.Cylinder	No Bid				No Bid		No Bid		No Bid		$2,379.00	
1.7	Liquid Chlorine Average order (180 cylinders)	540	150 lb Cylinder	No Bid		$294.50		No Bid		No Bid		No Bid		No Bid	
1.8	Liquid Aluminum Sulfate (50%) Average order (47,000 lbs.)	75	Bulk (lbs)	No Bid				$8,958.20		No Bid		$4,808.10		$7,332.00	
1.9	Cationic Polymer (C-308) Average order (45,000 lbs.)	10	Bulk (lbs.)	No Bid				No Bid		$38,700.00		No Bid		No Bid	
1.10	Anionic Polymer (Clarifloc 210) Average order (8 totes)	8	270 Gallon Tote (Gallon)	No Bid				No Bid		$3,611.00		No Bid		No Bid	
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.)	27	Bulk (lbs.)	No Bid				No Bid		No Bid		$10,075.00		$12,300.00	
1.12	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (60,000 lbs.)	60	Bulk (lbs.)	No Bid				No Bid		No Bid		$8,270.00		$8,250.00	
1.13	Wastewater Polymer Average order (35,000 lbs.)	6	Bulk (lbs.)	No Bid				No Bid		$64,750.00		No Bid		No Bid	
1.14	Wastewater Polymer Average order (30 drums)	40	55 gallon drum	No Bid				No Bid		$832.50		No Bid		No Bid	
1.15	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid				No Bid				No Bid		$492.00	

Line #
1
1.1
1.2
1.3
1.5
1.6
1.7
1.8
1.9
1.10
1.11
1.12
1.13
1.14
1.15

Univar Solutions USA Inc.
10889 Bekay Street
Dallas, TX 75238

T 214-340-7300
F 214-340-9113

www.univarusasolutions.com

UnivarSolutions
Innovate. Grow. Together.

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (CST)

In case of an emergency during non-business hours:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (214) 340-7300 Customer Service
Office Fax: (214) 340-9113

Customer Service - **custsolscentral@univarsolutions.com**

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E US HWY 92
Trl: 427
Dover FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.mccarthy@univarsolutions.com

Remittance Address:
Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:
Net 30 days

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 6/6/2024

PRODUCER:
Aon Risk Services Central, Inc.
Two Logan Square
100 North 18th Street Floor 16
Philadelphia, PA 19103 USA
CONTACT: Mike Paulosky
PHONE: (215) 255-1744

INSURED:
UNIVAR SOLUTIONS USA LLC
And All Subsidiaries and
Affiliates 3075 Highland Parkway
Suite 200 Downers Grove, IL

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ACE American Insurance Company
COMPANY LETTER	B	Indemnity Insurance Company of North America
COMPANY LETTER	C	ACE Fire Underwriters Insurance Company
COMPANY LETTER	D	Illinois Union Insurance Company

COVERAGES

This memorandum verifies that the following coverages are in force: Commercial General Liability, Automobile Liability, Excess Liability, Workers' Compensation/Employers' Liability and Pollution Liability.
This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE ☒	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS		
A	**COMMERCIAL GENERAL LIABILITY**	General Liability XSL G47311172	6/7/24	6/1/25	GENERAL AGGREGATE	$	3,000,000
	[X] COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	$	3,000,000
	[ ] CLAIMS MADE				PERSONAL & ADV INJURY	$	3,000,000
	[X] OCCUR				EACH OCCURRENCE	$	3,000,000
	[ ] OWN & CONT PROT				DAMAGE TO RENTED PREMISES (Any One Premise)	$	300,000
					MED EXPENSE (Any one person)	$	Excluded
A	**AUTOMOBILE LIABILITY**	Commercial Auto – PPTs: ISA H10704741	6/7/24	6/1/25			
	[X] ANY AUTO						
	[ ] ALL OWNED AUTOS				COMBINED SINGLE LIMIT	$	5,000,000
	[ ] SCHEDULED AUTOS	Truckers Liability: MMT H10704856	6/7/24	6/1/25			
A	[ ] HIRED AUTOS				BODILY INJURY (Per Person)	$	
	[ ] NON-OWNED AUTOS						
	[ ] GARAGE LIABILITY				BODILY INJURY (Per Accident)	$	
	[ ] SELF-INSURED						
	PHYSICAL DAMAGE				PROPERTY DAMAGE	$	
D	**EXCESS LIABILITY**	Umbrella Liability					
	[X] OCCUR	XCE G27380566 011	6/7/24	6/1/25	EACH OCCURRENCE	$	10,000,000
	[ ] CLAIMS MADE				AGGREGATE	$	10,000,000
					WC - STATUTORY LIMITS	$	
					E.L. EACH ACCIDENT	$	1,000,000
B	**WORKERS'**	WLR C70303772(AOS)			E.L. DISEASE-POLICY LIMIT	$	1,000,000
A	**COMPENSATION AND**	WCU 70303735(CA, WA, OH, OR)	6/7/24	6/1/25	E.L. DISEASE-EACH EMPLOYEE	$	1,000,000
C	**EMPLOYER'S LIABILITY**	SCF C70303693 (WI)					
D	**Env Site Liability**	PPL G71507944 002	6/1/22	6/1/25	EACH OCCURRENCE	$	10,000,000
					AGGREGATE	$	16,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of Coverage – Note that a $2,000,000 SIR applies to the General Liability coverage evidenced above. Note that a $1,000,000 SIR applies to the Env Site Liability (Pollution Liability).

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Univar Solutions USA, LLC

2 Business name/disregarded entity name, if different from above
Univar Solutions USA

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3075 Highland Pkwy, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Downers Grove, IL 60515-5560

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	1	–	1	3	4	7	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

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.

Sign Here | **Signature of U.S. person** ▶ C Rachad | **Date** ▶ 1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

UnivarSolutions

CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to $2.5 million handled by the Company.

Shawnascy McCarthy- Municipal Commercial Manager
Victoria Meakim - Municipal Specialist
Roise Holiday-Henry- Municipal Specialist
Jennifer Perras – Sr. Municipal Specialist
Shelley Riggle - Municipal Specialist
Stacy Ziegler- Municipal Specialist
Raven Claudio - Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:
Jumoke Onibokun
E781477EB84F470...
Jumoke Onibokun, Assistant Secretary

State of Illinois)
)
County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal

OFFICIAL SEAL
SANEMA GORODETSKY
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 7/25/2026

DocuSigned by:
Sanema Gorodetsky
EB3185C32E35401...
Sanema Gorodetsky
Notary Public
My commission expires July 25, 2026

Univar Solutions

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.10 Revision Date: 11/11/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 50%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA
Address 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

Skin corrosion : Category 1A

Serious eye damage : Category 1

Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.

P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.
Storage:
P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards
None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	50 - 70

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficul-

		ty. If on skin, rinse well with water. If on clothes, remove clothes.
In case of eye contact	:	Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital.
If swallowed	:	Keep respiratory tract clear. Do NOT induce vomiting. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	:	Carbon dioxide (CO_2) Foam Dry powder Water mist
Unsuitable extinguishing media	:	High volume water jet
Specific hazards during firefighting	:	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	:	No hazardous combustion products are known
Further information	:	Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Use personal protective equipment.
Environmental precautions	:	Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for	:	Soak up with inert absorbent material (e.g. sand, silica gel,

containment and cleaning up	acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Normal measures for preventive fire protection.
Advice on safe handling	:	Do not breathe vapours/dust. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area. To avoid spills during handling keep bottle on a metal tray. Dispose of rinse water in accordance with local and national regulations.
Conditions for safe storage	:	Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Electrical installations / working materials must comply with the technological safety standards.
Recommended storage temperature	:	16 - 65 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks	:	The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	:	Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	:	Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	:	When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	liquid
Colour	:	No data available
Odour	:	No data available
Odour Threshold	:	No data available
pH	:	14
Freezing Point (Melting point/freezing point)	:	12 - 15 °C (54 - 59 °F)
Boiling Point (Boiling point/boiling range)	:	140 - 145 °C (284 - 293 °F)
Flash point	:	does not flash
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Upper explosion limit	:	No data available
Lower explosion limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	1.5298
Density	:	12.76 lb/gal
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	Corrosive to metals Exothermic reaction with acids.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	No decomposition if stored and applied as directed.
Conditions to avoid	:	Freezing temperatures.

		Heat
Incompatible materials	:	Acids Metals Oxidizing agents Halogenated compounds organic nitro compounds Zinc
Hazardous decomposition products	:	Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION

Skin corrosion/irritation

Components:
1310-73-2:
Species: Rabbit
Result: Causes severe burns.

Serious eye damage/eye irritation

Components:
1310-73-2:
Species: Rabbit
Result: Risk of serious damage to eyes.

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

STOT - single exposure

Product:
Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information

Product:
Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity
No data available

Persistence and degradability
No data available

Bioaccumulative potential
No data available

Mobility in soil
No data available

Other adverse effects

Product:

Ozone-Depletion Potential	:	Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological information	:	No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues	:	Dispose of in accordance with all applicable local, state and federal regulations. For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922
Contaminated packaging	:	Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):
UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):
UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):
UN1824, SODIUM HYDROXIDE SOLUTION, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	2000

SARA 304 Extremely Hazardous Substances Reportable Quantity
This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation
Acute toxicity (any route of exposure)
Specific target organ toxicity (single or repeated exposure)

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:
1310-73-2 Sodium hydroxide
The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:
1310-73-2 Sodium hydroxide
This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

1310-73-2 Sodium hydroxide
7732-18-5 Water

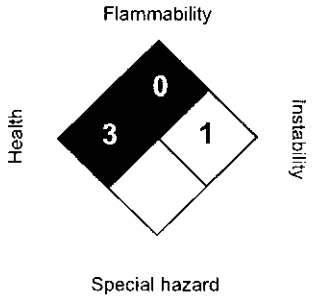
California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	:	On TSCA Inventory
DSL	:	All components of this product are on the Canadian DSL
AICS	:	On the inventory, or in compliance with the inventory
NZIoC	:	Not in compliance with the inventory
ENCS	:	On the inventory, or in compliance with the inventory
KECI	:	On the inventory, or in compliance with the inventory
PICCS	:	On the inventory, or in compliance with the inventory
IECSC	:	On the inventory, or in compliance with the inventory

SECTION16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	**3/**
FLAMMABILITY	**0**
PHYSICAL HAZARD	**4**

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 =Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 11/11/2023

Material number:
16212043, 16212042, 16212041, 16212039, 16212038, 16210888, 16149051, 16210426, 16208930, 16208441, 16207958, 16207089, 16206212, 16206172, 16195419, 16196593, 16203117, 16193663, 16191539, 16188943, 16188859, 16188905, 40509, 16144372, 85833, 16187875, 16187706, 16187503, 16187172, 16184289, 16184571, 16183215, 16183115,

16181535, 16174812, 16176162, 16176725, 16175550, 16177057, 16176719, 16176286, 16175611, 16175549, 16177342, 16174633, 16176146, 16175652, 16175317, 16174795, 16174563, 16176924, 16180636, 16169042, 16168322, 16168270, 16168140, 16168139, 16179411, 16169006, 16168617, 16150547, 16162842, 16162538, 16144429, 16173515, 16168911, 16162950, 16162022, 16144216, 16143594, 16162020, 16168720, 16166706, 16152119, 16173289, 16179365, 16166192, 16137935, 16161861, 16143735, 16151817, 85472, 52714, 71460, 54298, 16168314, 16146819, 16163462, 16148908, 16144035, 16166958, 16166445, 16137825, 16151508, 16151289, 16160192, 16147037, 16156058, 16155066, 16135486

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF ANALYSIS

UnivarSolutions

Univar Solutions
328 Bunola River Road
Bunola, PA 15020
PH. 412-384-5353
FAX. 412-384-4050
www.univarsolutions.com

ANALYSIS DATE: 08/18/2021

MANUFACTURE DATE: 07/12/2021

PRODUCT: Caustic Soda 50%

PRODUCT GRADE: Technical, Hi Purity

TANK: 50

MANUFACTURER: OLIN

MANUFACTURER'S LOT NUMBER: *0000158388*

TEST	RESULTS	SPECIFICATIONS
Visual/Appearance	Pass	Clear, free of Suspended Matter.
Specific Gravity @ 60 F	1.538	1.530 – 1.545
NaOH, Wt. %	50.01	49.00 – 51.50
Na_2O, Wt. %	38.75	38.00 – 39.90
NaCl, ppm	36.57	100.0 maximum
NaCl, %	0.0037	0.0100 maximum
Iron, ppm	0.3	2.5 maximum
Warranty Characteristics	The following properties are warranted to meet the indicated limits based on the manufacturer's test results.	
$NaClO_3$, ppm	4	65 maximum
Na_2CO_3, Wt. %	0.03	0.10 maximum
Na_2SO_4, ppm	1	150 maximum

Univar Solutions

Richard Brown

Lab Technician

Certified to NSF/ANSI 60

Note: MUL = 100 mg/L

Please consult the SDS for further information.
Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

Certificate of Quality

Olin™

Date Printed: 28-Jul-21
Date Shipped: 09-Jul-21

Ship-To:
UNIVAR SOLUTIONS USA INC
328 BUNOLA RIVER RD
BUNOLA PA 15020-0001
USA

Ship-From:
BLUE CUBE OPERATIONS LLC
Plaquemine
26270 HIGHWAY 405
PLAQUEMINE LA 70764-6816
USA

NSF
Certified to NSF/ANSI/CAN 60

Customer Purchase Order: 4524828148

Olin Sales Order: 10132079

Estimated Bill Quantity: 729.656 DT

Mode: Barge

Net Weight: 1,294,693.000 KG
2,854,311.804 LB

Gross Weight: 1,294,693.000 KG
2,854,311.804 LB

Container ID: KIRBY 12322

Seal No.: 217726;217031;217057;217577;217926;217655;217344;217784

Material Description: Caustic Soda 50% Membrane Grade

Inspection Lot: 100000158388

Final Inspection Date: 13-Jul-21

Characteristic	Unit	Value	Min	Max
Total Alkalinity (as NaOH)	wt%	50.15	49.00	51.00
Total Alkalinity (as Na2O)	wt%	38.86	38.00	39.50
Sodium Chloride (NaCl)	ppm	37		100
Iron (Fe)	ppm	0.3		5.0
Sodium Carbonate (Na2CO3)	%	0.03		0.10
Sodium Sulfate (Na2SO4)	ppm	1		100
Sodium Chlorate (Na2ClO3)	ppm	4		65

QC APPROVED
Initials: CM
Date: 08-17-2021
Univar USA Inc
Pittsburgh - Bunola, PA

Certified for the NSF/ANSI/CAN-Standard 60 at a maximum use dosage of 100 mg/L

Product quality information attested by: KIRK MULLIGAN

Olin quality documents shall apply solely to the above-referenced sales transaction where the Olin product parcel and/or shipping container is received by approved distributors. Any attempt to use Olin quality documents in a subsequent sales transaction by distributor to its customers is unauthorized and voids each such Olin quality document

Olin Document Information

Delivery	Shipment	Ship-To	Material	Insp. Plan	Grp. Cntr	Route/Carrier	Sheet No.
80161434	6900151386	110000287	1000000302	CAP-010	S1	USUSZ1	1 / 2

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 6, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar+&TradeName=caustic+soda&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Univar Solutions Canada Ltd. DBA
Univar Canada Ltd.
64 Arrow Road
North York, ON M9M 2L9
Canada
416-740-5300

Facility : Abbotsford, British Columbia, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend LP 1422 (Caustic Soda 25% Solution)	Corrosion & Scale Control pH Adjustment	200mg/L

Facility : Distribution Center - Dartmouth, Nova Scotia, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	166mg/L

Facility : Edmonton, Alberta, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20% Solution	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Guelph, Ontario, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*

Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : North Vancouver, British Columbia, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, British Columbia, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Vanblend Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend LP 1422 (Caustic Soda 25% Solution)	Corrosion & Scale Control pH Adjustment	200mg/L

Facility : Sturgeon County, Alberta, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Valleyfield, Québec, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
CAUSTIC SODA 50%, MEMBRANE	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 10% Solution	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 50% - Diaphragm	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Weston, Ontario, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
CAUSTIC SODA 50% COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are NSF Certified.

Facility : Winnipeg, Manitoba, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Winnipeg, Manitoba, Canada

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Univar Solutions USA Inc.

3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3679

Facility : Rayong Province, Thailand

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda Micropearls	Corrosion & Scale Control pH Adjustment	100mg/L

Univar Solutions USA Inc. DBA Univar Solutions USA

3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3400

Facility : # 1 Distribution Center - Richmond, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	pH Adjustment	500mg/L
Caustic Soda 13%	pH Adjustment	384mg/L

Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 St. Louis, MO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 Chattanooga, TN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 2 St. Louis, MO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L

Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : # 2 Distribution Center - Toledo, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chickasaw, AL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Distribution Center - Glendale, AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Distribution Center - Phoenix 27th Ave., AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : North Little Rock, AR

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control Sequestering	200mg/L
Caustic Soda 50%	Corrosion & Scale Control Sequestering	100mg/L

Facility : Commerce, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Santa Fe Springs, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Wilmington, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Fresno, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : San Pedro, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*

Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Visalia, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Denver, CO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Fort Lauderdale, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - Jacksonville Contanda Terminal, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Tampa, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Tampa, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*

Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Brunswick, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Savannah, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are NSF Certified.

Facility : Norcross, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Nampa, ID

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bedford Park, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Argo, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 17%	pH Adjustment	294mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

Facility : Distribution Center - Sauget, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kansas City, KS

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center, Geismar, LA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geismar Highway 75, LA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Baltimore, MD

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L

Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Westway Terminal, MN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Terrace Court, MN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Omaha, NE

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Carteret, NJ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Terminal - Albuquerque, NM

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geneva, NY

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Charlotte, NC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Wilmington, NC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

Facility : Distribution Center - Grand Forks, ND

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Cincinnati, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 12.5%	Corrosion & Scale Control pH Adjustment	400mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Walbridge, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Portland, OR

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*

Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Altoona, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bunola, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 40%	Corrosion & Scale Control pH Adjustment	125mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Morrisville Steel Road, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 19%	pH Adjustment	263mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Philadelphia, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 18%	pH Adjustment	277mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Middletown, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 7%	Corrosion & Scale Control	700mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Morrisville, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Providence, RI

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10% Solution	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 35% Solution	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Spartanburg, SC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200 mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chattanooga, TN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Memphis, TN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	pH Adjustment Corrosion Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Borger, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Houston, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda - 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 27%	pH Adjustment Corrosion & Scale Control	185mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Odessa, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Salt Lake City, UT

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chester, VA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Newport News, VA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Vancouver, WA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center – Spokane, WA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda - 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda - 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kent, WA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Cincinnati Dues Drive, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 12.5%	Corrosion & Scale Control pH Adjustment	400mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Dallas Bekay Street, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Houston, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Phoenix 45th Avenue, AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar Solutions USA Inc. DBA Univar USA Inc.

17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 18 USA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Univar USA Inc.

17411 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 26 Pittsburg, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda Solution 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda Solution 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda Solution 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda Solution 30%	Corrosion & Scale Control pH Adjustment	166mg/L
Caustic Soda Solution 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Number of matching Manufacturers is 5

Number of matching Products is 309

Processing time was 1 seconds

Univar Solutions

Safety Data Sheet
CAUSTIC SODA 25%

Version 1.10 Revision Date: 01/10/2024

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 25%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.
Restrictions on use : None known.

Manufacturer or supplier's details

Company : Univar Solutions USA
Address 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON

CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.
Storage:
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards
None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

If swallowed	:	Take victim immediately to hospital. Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	:	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	:	High volume water jet
Specific hazards during firefighting	:	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	:	No hazardous combustion products are known
Further information	:	Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Use personal protective equipment.
Environmental precautions	:	Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	:	Neutralise with acid. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Normal measures for preventive fire protection.
Advice on safe handling	:	Do not breathe vapours/dust. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the ap-

plication area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : > 10 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	liquid
Colour	:	colourless
Odour	:	odourless
Odour Threshold	:	No data available
pH	:	14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point (Freezing Point)	:	-18 °C (-0.40 °F)
Boiling Point	:	No data available
Flash point	:	94 °C (201 °F) No data available
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Upper explosion limit	:	No data available
Lower explosion limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	:	No data available
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	No dangerous reaction known under conditions of normal use.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	No decomposition if stored and applied as directed.
Conditions to avoid	:	Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	:	Acids Halogenated compounds Metals organic nitro compounds Zinc

SECTION 11. TOXICOLOGICAL INFORMATION

Skin corrosion/irritation

Components:

1310-73-2:
Species: Rabbit
Result: Causes severe burns.

Serious eye damage/eye irritation

Components:

1310-73-2:
Species: Rabbit
Result: Risk of serious damage to eyes.

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential	:	Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological information	:	No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues	:	Dispose of in accordance with all applicable local, state and federal regulations. For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922 Dispose of in accordance with all applicable local, state and federal regulations. For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922
Contaminated packaging	:	Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):
UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):
UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):
UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point:94 °C(201 °F)

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)

Sodium hydroxide	1310-73-2	1000	3921

SARA 304 Extremely Hazardous Substances Reportable Quantity
This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:
1310-73-2 Sodium hydroxide
The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:
1310-73-2 Sodium hydroxide
This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water
1310-73-2 Sodium hydroxide

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : Listed on TSCA

DSL : All components of this product are on the Canadian DSL

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

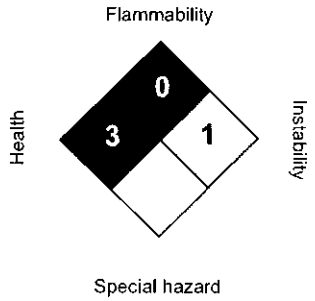
ENCS : Not in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS	:	On the inventory, or in compliance with the inventory
IECSC	:	On the inventory, or in compliance with the inventory

SECTION16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	**3**
FLAMMABILITY	**0**
PHYSICAL HAZARD	**4**

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 =Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 01/10/2024

Material number:
16212546, 16212036, 16209256, 16197210, 16206616, 16206171, 16181533, 16192173, 16192016, 16132255, 16158399, 16146684, 16182270, 16148128, 16162026, 16188797, 16145004, 16188640, 16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16136108, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Govern-	LD50	Lethal Dose 50%

	ment Industrial Hygienists		
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF ANALYSIS

Univar Solutions
525 Seaport Blvd.
Redwood City, CA 94063
PH. 650-363-1661
FAX 650-261-2020
www.univarsolutions.com

Shell Oil Co.
3485 Pacheco Blvd.
Martinez, CA 94553
PO#: 4527340899

DATE: 01/22/2020

PRODUCT: Caustic Soda 25%

PRODUCT GRADE: Membrane

UNIVAR SOLUTIONS PRODUCT CODE: 16140979

UNIVAR SOLUTIONS BATCH NUMBER: 0002170636

UNIVAR SOLUTIONS SALES ORDER NUMBER: 11232199

TEST	RESULTS	SPECIFICATIONS
Assay, NaOH	24.85%	24.0%-26.0%
Assay, Na_2O	19.61%	18.60%-20.20%
Assay, Na_2CO_3	0.52%	1.0 % max
Specific Gravity @15.6°C	1.276	1.270-1.293
pH	13.89	12.0-14.0
Visual	Pass	Clear/Clean Free of suspended particles

Univar Solutions

_____

Jercho Quimpo Talaoc

Yard Specialist

Note:

Please consult the SDS for further information.
Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

40% AMS Solution Water Treatment (AWWA)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
Issue date: 8/19/2022 Revision date: 3/7/2023 Supersedes: 7/14/2015 Version: 2.1

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : 40% AMS Solution Water Treatment (AWWA)
Product code : 499405

1.2. Recommended use and restrictions on use

Use of the substance/mixture : pH Balance

1.3. Supplier

Martin Operating Partnership L.P.
P.O. Box 191
Kilgore, TX, 75663
US
T 800-231-4595
www.martinresources.com

1.4. Emergency telephone number

Emergency number : CHEMTREC (800) 424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Not classified

2.2. GHS Label elements, including precautionary statements

GHS US labelling

No labelling applicable

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%
Water	CAS-No.: 7732-18-5	54 – 69
Ammonium Sulfate	CAS-No.: 7783-20-2	36 – 46

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.

First-aid measures after skin contact : Wash skin with plenty of water.

First-aid measures after eye contact : Rinse eyes with water as a precaution.

First-aid measures after ingestion : Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

No additional information available

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.

5.2. Specific hazards arising from the chemical

Hazardous decomposition products in case of fire : Toxic fumes may be released.

5.3. Special protective equipment and precautions for fire-fighters

Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Take up liquid spill into absorbent material.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

40% AMS Solution Water Treatment (AWWA)
No additional information available
Ammonium Sulfate (7783-20-2)
No additional information available
Water (7732-18-5)
No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:
Protective gloves
Eye protection:
Safety glasses
Skin and body protection:
Wear suitable protective clothing
Respiratory protection:
In case of insufficient ventilation, wear suitable respiratory equipment

Personal protective equipment symbol(s):



SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	:	Solid
Appearance	:	Crystalline solid.
Colour	:	No data available.
Odour	:	No data available
Odour threshold	:	No data available
pH	:	5.2
Melting point	:	Not applicable
Freezing point	:	No data available
Boiling point	:	No data available
Flash point	:	No data available
Relative evaporation rate (butylacetate=1)	:	No data available
Flammability (solid, gas)	:	Not applicable.
Vapour pressure	:	No data available
Relative vapour density at 20 °C	:	No data available
Relative density	:	1.041
Density	:	8.689 lb/gal
Solubility	:	soluble in water.
Partition coefficient n-octanol/water (Log Pow)	:	No data available
Auto-ignition temperature	:	No data available
Decomposition temperature	:	235 °C
Viscosity, kinematic	:	No data available
Viscosity, dynamic	:	No data available
Explosive limits	:	No data available
Explosive properties	:	No data available
Oxidising properties	:	No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified
Acute toxicity (dermal) : Not classified
Acute toxicity (inhalation) : Not classified

Ammonium Sulfate (7783-20-2)	
LD50 oral rat	4250 mg/kg bodyweight
LD50 dermal rat	> 2000 mg/kg bodyweight
ATE US (oral)	4250 mg/kg bodyweight

Water (7732-18-5)	
LD50 oral rat	90000 mg/kg
ATE US (oral)	90000 mg/kg bodyweight

Skin corrosion/irritation : Not classified
pH: 5.2

Ammonium Sulfate (7783-20-2)	
pH	5.5

Water (7732-18-5)	
pH	7

Serious eye damage/irritation : Not classified
pH: 5.2

Ammonium Sulfate (7783-20-2)	
pH	5.5

Water (7732-18-5)	
pH	7

Respiratory or skin sensitisation : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Ammonium Sulfate (7783-20-2)	
NOAEL (chronic, oral, animal/male, 2 years)	256 mg/kg bodyweight Animal: rat, Animal sex: male, Guideline: OECD Guideline 453 (Combined Chronic Toxicity / Carcinogenicity Studies), Remarks on results: other:Effect type: toxicity (migrated information)
NOAEL (chronic, oral, animal/female, 2 years)	284 mg/kg bodyweight Animal: rat, Animal sex: female, Guideline: OECD Guideline 453 (Combined Chronic Toxicity / Carcinogenicity Studies), Remarks on results: other:Effect type: toxicity (migrated information)

Reproductive toxicity : Not classified
STOT-single exposure : Not classified
STOT-repeated exposure : Not classified
Aspiration hazard : Not classified
Viscosity, kinematic : No data available

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.

Ammonium Sulfate (7783-20-2)	
LC50 - Fish [1]	53 mg/l
EC50 - Crustacea [1]	169 mg/l
EC50 - Other aquatic organisms [1]	121.7 mg/l Test organisms (species): other.
LC50 - Fish [2]	57.2 mg/l Test organisms (species): Prosopium williamsoni
EC50 - Crustacea [2]	169 mg/l Test organisms (species): Daphnia magna

12.2. Persistence and degradability

Ammonium Sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available.

12.3. Bioaccumulative potential

Ammonium Sulfate (7783-20-2)	
Partition coefficient n-octanol/water (Log Pow)	-5.1
Bioaccumulative potential	Not bioaccumulative.
Water (7732-18-5)	
Partition coefficient n-octanol/water (Log Pow)	-1.38

12.4. Mobility in soil

Ammonium Sulfate (7783-20-2)	
Ecology - soil	No (test)data on mobility of the substance available.

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions

SECTION 14: Transport information

In accordance with DOT / TDG / IMDG / IATA

DOT	TDG	IMDG	IATA
14.1. UN number			
Not regulated for transport			

DOT	TDG	IMDG	IATA
14.2. Proper Shipping Name			
Not applicable	Not applicable	Not applicable	Not applicable
Transport document description			
Not applicable	Not applicable	Not applicable	Not applicable
14.3. Transport hazard class(es)			
Not applicable	Not applicable	Not applicable	Not applicable
14.4. Packing group			
Not applicable	Not applicable	Not applicable	Not applicable
14.5. Environmental hazards			
Not applicable	Not applicable	Not applicable	Not applicable
No supplementary information available			

14.6. Special precautions for user

DOT
No data available

TDG
No data available

IMDG
No data available

IATA
No data available

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

Commercial status of components according to the United States Environmental Protection Agency's Toxic Substances Control Act (TSCA):

Name	CAS-No.	Listing	Commercial status	Flags
Ammonium Sulfate	7783-20-2	Present	Active	
Water	7732-18-5	Present	Active	

This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

Ammonium Sulfate (7783-20-2)
Listed on the Canadian DSL (Domestic Substances List)

Water (7732-18-5)
Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

Ammonium Sulfate (7783-20-2)
Listed on INSQ (Mexican National Inventory of Chemical Substances)

Water (7732-18-5)
Listed on INSQ (Mexican National Inventory of Chemical Substances)

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

Component	State or local regulations
Ammonium Sulfate(7783-20-2)	U.S. - Massachusetts - Right To Know List; U.S. - New York City - Right to Know Hazardous Substances List; U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

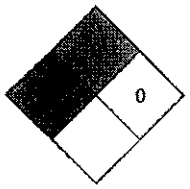
according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 03/07/2023

NFPA health hazard : 1 - Materials that, under emergency conditions, can cause significant irritation.

NFPA fire hazard : 0 - Materials that will not burn under typical fire conditions, including intrinsically noncombustible materials such as concrete, stone, and sand.

NFPA reactivity : 0 - Material that in themselves are normally stable, even under fire conditions.



CLASSIFIED UL WATER QUALITY

DRINKING WATER TREATMENT ADDITIVE
ANSI / NSF 60
<12XX>

Safety Data Sheet (SDS), USA

Information provided in this Safety Data Sheet is considered accurate and reliable based on information issued from internal and outside sources to the best of Martin Operating Partnership L.P.'s knowledge; however, Martin Operating Partnership L.P. makes no representations, guarantees or warranties, expressed or implied, of merchantability or fitness for the particular purpose, regarding the accuracy of such information or the result to be obtained from the use thereof or as to the sufficiency of information herein presented. Martin Operating Partnership L.P. assumes no responsibility for injury to recipient or to third persons or for any damage to any property and recipient assumes all such risks.

This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, Martin Operating Partnership L.P., must rely upon information provided by the material manufacturers or distributors.

Material: 16152681 Batch: 0003122550 03/30/2023

CERTIFICATE OF ANALYSIS

UnivarSolutions

Univar Solutions
2750 Southport Road
Spartanburg, SC 29302
T 864-580-2165
F 864-948-1875
www.univarsolutions.com

DATE: 03/3/2023

PRODUCT: Ammonium Sulfate 40%

PRODUCT GRADE: TECH

UNIVAR PRODUCT CODE: 16156156

UNIVAR LOT NUMBER: 0003093829

TEST	RESULTS	SPECIFICATIONS
VISUAL	PASS	CLEAR/CLEAN FREE OF SUSPENDED PARTICLES
*AMMONIUM SULFATE	40.4 %	39 – 41 %
SPECIFIC GRAVITY@ 21c	1.2274	1.21 – 1.24
REFRACTIVE INDEX	1.3938	

*=Assay by specific gravity correlation

Univar Solutions
John Rampey
John Rampey
Lab Technician

NSF Certified to NSF/ANSI 60

Please consult the SDS for further information.
Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $40,050.00 Total: $400,500.00

Supplier Notes: Polydyne Inc. is bidding $0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is $40,050.00. The price for 10 bulk deliveries is $400,500.00.

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) Price: $3,657.00 Total: $36,570.00

Supplier Notes: Polydyne Inc. is bidding $1.590.Lb. for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes. The price for a tote is $3,657.00. The price for 10 is $36,570.00.

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) ***No Bid***

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $44,250.00 Total: $398,250.00

Supplier Notes: Polydyne Inc. is bidding $1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is $44,250.00. The Price for 9 of these shipments is $398,250.00.

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum Price: $796.50 Total: $39,825.00

Supplier Notes: Polydyne Inc. is bidding $1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pounds drums. The price for each drum is $796.50. The cost for 50 drums is $39,825.00.

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). ***No Bid***

Response Total: $875,145.00

FY24-095

Chemrite, Inc.

Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: ******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Chemrite, Inc. Information

Contact:	Aaron Opp
Address:	5202 Belle Wood Ct Ste 104 Buford, GA 30518
Phone:	(770) 271-5576
Fax:	(770) 271-4068
Toll Free:	(877) 248-0017
Email:	orders@chemrite.com
Web Address:	www.chemrite.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Aaron Opp
Signature

orders@chemrite.com
Email

Submitted at 8/8/2024 10:20:14 AM (CT)

Response Attachments

Laredo, TX FY24-095 Water & Wastewater Chemicals.pdf

bid

Laredo, TX Non-Collusive Affidavit Form.pdf

Non collusive affidavit

ProChlo NSF.pdf

NSF

ProChlo SDS.pdf

SDS

Bid Attributes

1 Award by Item

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

☑ Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Aaron Opp 770-271-5576

4 State how long under has the business been in its present business name

35 years

5	**If applicable, list all other names under which the Business identified above operated in the last five years**
	Chemrite, Inc.
6	**State if the Company is a certified minority business enterprise**
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1**
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	no
8	**Questions Part 2**
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	no
9	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business
10	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
13	**Construction Contract** Construction Contract Requires Acknowledgement ☑ Acknowledge
14	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
15	**This is a** New Submission
16	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Aaron Opp
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-095 Water & Wastewater Chemicals
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Chemrite, Inc.
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
20	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section
31	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Aaron Opp President Chemrite, Inc. 8-7-24
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

40 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

41 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD **A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.** The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section

44 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

45 Electronic Pricing & Manual Bid Pricing

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

☑ Yes

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

******If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

Quantity: 1 UOM: EA Total: $197.10

Package Items

1.1 Liquid Sodium Hydroxide (50%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2 Liquid Sodium Hydroxide (50%)
Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3 Liquid Sodium Hydroxide (25%)
Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: $2.19 Total: $197.10

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder ***No Bid***

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder — ***No Bid***

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) — ***No Bid***

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) — ***No Bid***

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) — ***No Bid***

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) — ***No Bid***

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) — ***No Bid***

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) — ***No Bid***

1.13 Wastewater Polymer
Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum — ***No Bid***

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs). — ***No Bid***

Response Total: $197.10

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Mario I. Maldonado Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098,** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration **(Water Treatment Plants)**
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite ($CaCl_2O_2$) **(Wastewater Treatment Plants)**
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of l00 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) **(Water Treatment Plants & Wastewater Treatment Plants)**
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50% **(Water Treatment Plants)**
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (**Water Treatment Plants**)
Chemical Composition
The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (**Wastewater Treatment Plants**)
Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer **(Water Treatment Plants & Wastewater Treatment Plants)**

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate ($H_8N_2O_4S$) **(Water Treatment Plants)**

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow
Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (**Water Treatment Plants**)
Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.
Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Form 1295

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Chemrite, Incorporated

Signature of person authorized to sign bid _____ Date 7/31/24

Print Name of person authorized to sign bid Aaron Opp

Title: President

Business Address: 5202 Belle Wood Court, STE 104

City, State, Zip Code: Buford, GA 30518

Telephone Number: 770-271-5576 Fax Number: 770-271-4068

Contact Person Email Address: orders@chemrite.com

Federal Tax ID Number: 58-1825727

Bidders Principal/Corporate Place of Business Address: 5202 Belle Wood Court, STE 104 Buford, GA 30518

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 35 years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify

This company is not a certified minority business: X

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$	$
4	Calcium Hypochlorite	100 Lbs. Drum	90	$ 219.00	$ 19,710.00
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	$	$
6	Liquid Chlorine	150 lbs. Cylinder	630	$	$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	$	$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	$	$
9	Anionic Polymer	270 Gal. Tote	10	$	$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	$	$
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	$	$
12	Wastewater Polymer	25,000 Lbs.	9	$	$
13	Wastewater Polymer	55 Gallon Drum	50	$	$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	$	$

Company Name: Chemrite, Incorporated

Owner/President Name: Aaron Opp

Company Address: 5202 Belle Wood Court, STE 104

City, State, Zip Code: Buford, GA 30518

Company Authorized Representative's Signature:

Company Representative's Name: Aaron Opp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

******If the bidder submits both an electronic bid and a properly completed manual bid, ***the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*** If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.**********

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Aaron Opp — Name
Signature — Signature
7-31-24 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

27.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Georgia
COUNTY OF ~~WEBB~~ {}Hall

Aaron Opp

Being first duly sworn, deposes and says:

That he/she is President
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31 day of July 2024.

Notary Public

My commission expires:

11-21-27

KIMBERLY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

28.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or X Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
John "Aaron"		Opp	

***2. Contract Information.**

a) Contract or Project name(s): FY24-095 Chemicals

b) Originating Department(s): Purchasing

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Aaron Opp			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Aaron Opp		President
Name (Print)	Signature	Title
Chemrite, Incorporated		7/31/24
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm**.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

*********Form does not need to be notarized*********

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~XXXXX~~ Georgia
COUNTY OF ~~XXXXX~~ Hall

Aaron Opp

Being first duly sworn, deposes and says:

That he/she is President
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7 day of August 2024.

Kimberly Miller
Notary Public

My commission expires:

11-21-27

KIMBERLY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, January 11, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemrite&TradeName=Prochlo&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Chemrite, Inc.
5202 Belle Wood Court
Suite 104
Buford, GA 30518
United States
877-828-1652
770-271-5578
Visit this company's website (http://www.chemrite.com)

Facility : Andhra Pradesh, India

Calcium Hypochlorite[CL]

Trade Designation	*Product Function*	*Max Use*
ProChlo	Disinfection & Oxidation	10mg/L
ProChlo Plus	Disinfection & Oxidation	10mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier **ProChlo, Calcium Hypochlorite**

Other means of identification

SDS number -

Recommended use Disinfection is swimming pools and drinking water, treatment of industrial cooling water, slime control, odor control, sewage and waste water treatment.

Recommended restrictions Use in accordance with supplier's recommendations.

Manufacturer/Importer/Supplier/Distributor information

Company name Chemrite, Inc.

Address 5202 Belle Wood Ct., Ste 104
Buford, GA 30518 USA

Telephone 770-271-5576

E-mail info@chemrite.com

Website www.chemrite.com

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Canada: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards	Oxidizing solids	Category 2
Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1B
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 (Respiratory Tract irritation)
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Use only outdoors or in a well-ventilated area. Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Avoid release to the environment.

Response In case of fire: Use water for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If exposed: Call a poison center/doctor. Collect spillage.

Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.

3. Composition/information on ingredients

Substances

Chemical name	CAS number	%
Calcium Hypochlorite	7778-54-3	>65
Calcium Chlorate	10137-74-3	<2
Calcium Carbonate	471-34-1	<2
Calcium Hydroxide	1305-62-0	<2
Sodium Chloride	7647-14-5	<17

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation Remove source of contamination or move victim to fresh air. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped start CPR (cardiopulmonary resuscitation). Get medical attention immediately.

Skin contact Take off immediately all contaminated clothing. Immediately flush skin with plenty of water. Wash contaminated clothing before reuse.

Eye contact Immediately flush with plenty of lukewarm water for up to 20 minutes. Remove any contact lenses and open eyelids wide apart. Continue rinsing. Take care not to raise contaminated water into affected eye. Get medical attention immediately.

Ingestion Never give anything by mouth if victim is rapidly losing consciousness, or if unconscious or convulsing. Have victim rinse mouth thorough with water. Have victim drum one cup (240-300ml 8-10 oz) to dilute material in stomach. Do not induce vomiting. If vomiting occurs naturally, rinse mouth and repeat administration of water. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped cardiopulmonary resuscitation (CPR) immediately. Get medical attention immediately.

5. Fire-fighting measures

Means of Extinction: Drench with water and cool surrounding products with water. Water in contact with hot hypochlorite can release hydrochloric acid or chlorine gas. Use appropriate self-fire extinguishing agents – Use water only.

Flash Point and Methods of Determination: Not combustible (does not burn). Be aware that Calcium Hypochlorite can decompose violently at temperatures above 150° C. Releasing heat and oxygen gas.

Upper Flammable Limit: Not applicable.
Lower Flammable Limit: Not applicable.
Auto Ignition temperature: Not applicable.
Hazardous combustions products: Oxygen, Chlorine and Chlorine Monoxide
Protective Equipment: In case of fire wear self-contained breathing apparatus. Use personal protective.

6. Accidental release measures

Personal precautions:	In case of violent reaction and ignition, ensure proper and adequate ventilation and remove all the resources of ignition. Use personal protective requirement and evacuate people to safe areas.
Environmental Precautions:	Ensure the production does not enter the drains and do not allow the material to contaminate ground water systems.
Methods of Clean up:	Protect from contamination and ensure the disposal is done promptly into the suitable containers.

7. Handling and storage

Precautions for safe handling:	Avoid generation dust. Avoid mixing pure material with contaminated material. Use smallest possible amounts in designated areas with adequate ventilation.
Conditions for safe storage:	Store in original containers. Keep container tightly closed in a clean, cool, open and well-ventilated place. Keep out of sun.

8. Exposure controls/personal protection

Engineering Controls:	Local exhaust ventilation required when exposure to dust occurs.
Precautions/Procedure In case of spill:	Restrict access to area until completion of clean up.
Personal Protective Equipment:	
Respiration Protection:	Wear dust mask or NIOSH approved type canister type respirator suitable for chlorine.
Eye/Face Protection:	Chemical safety goggles, face shields are necessary.
Skin Protection:	Use impervious gloves, body suite, boots, and/or other resistant protective clothing. Have safety shower/eye wash fountain readily available in the immediate work area.
Materials for Protective Clothing:	Butyl rubber, natural rubber, neoprene, nitrile/polyvinyl chloride, polyurethane, polyvinyl chloride.

9. Physical and chemical properties

Physical state	Solid granules
Appearance Form	White, free flowing granules with a strong chlorine odor.
Odor threshold	Not available.
pH	11.5 (5% Solution)
Specific gravity	2.050 – 2.20 @ 20°C (Water = 1@4 °C)
Melting point/freezing point	Decomposes at temperature above 150°C
Boiling point	Not available.
Vapor Pressure	Not available.
Vapor Density	Not available.
Evaporation Rate	Not available.

10. Stability and reactivity

Reactivity	Calcium Hypochlorite should be kept away from household soap, paint products, sustain lotions, solvents, acid, beverages, lighted cigarettes, combustible material, garbage, dirt, rags, organic material and other pool chemicals. Mixing with any of the above material can initiate a hazardous decomposition of Calcium Hypochlorite. Calcium Hypochlorite should not be mixed with anything but water.
Chemical Instability	Heat, acids, and organic compounds may cause hazardous decomposition of Calcium Hypochlorite. Water added to container to container of Calcium Hypochlorite may generate enough heat to initiate the hazardous decomposition of material.
Ammonia, Urea and conditions of reactivity	From reactive and toxic chloramines
Acids	Release Chlorine gas
Metal Oxides	Can react violently
Hazardous decomposition	Chlorine and Oxygen

Hazardous Polymerization: Does not occur.

Comments: Calcium Hypochlorite is a strong oxidizing agent. Mix only into water contamination of the product may result in chemical reaction with generation of heat, liberation of hazardous gases and possible fire and explosion.

11. Toxicological information

Local effects: When contacted with skid and eyes, causes services caustic burns. If inhaled the corrosive and substances can load to a toxic edema of lungs. Symptoms may be delayed causes throat pain and cough. Ingestion cause burns of the upper digestive and respiratory tracts if swallowed.

Acute Inhalation LC50: (rat) no mortality at 3.5 mg/l (1 hour). Slight to very low toxicity
Acute Dermal LD50: (rabbit) >1000 mg/kg. Slight to very low toxicity
Acute Oral LD50: (rat) 850 mg/kg. Slight to very low toxicity
Carcinogencity Toxicity: Not available.
Reproductive Toxicity: Not available.
Mutagencity: Not available.

12. Ecological information

Ecotoxicity LC50: 0.088mg/L996hr bluegill sunfish – very toxic to aquatic organisms. Make sure not to allow the material contaminate the ground water system.

Environmental fate:
Mobility: Soluble.
Biodegradation: Not available.
Bioaccumulation: Not available.

Physical / Chemical:
Hydrolysis: Not available.
Photolysis: Not available.
Additional information: Not availalble.

13. Disposal considerations

Clean-up: Do not touch spilled material. Prevent material from entering sewers or confined place. Shovel into clean, dry, labeled containers. Flush area with water. Contaminated materials may be dissolved in water, then treated with a reducing agent such as sodium sulphite. Care should be taken while handling contaminated material due to fire risk.

Waste Disposal: Consult appropriate Federal, State/Provincial and local regulatory authorities to ascertain proper disposal procedures. Care should be taken not to mix waste Calcium Hypochlorite with incompatible material. Calcium Hypochlorite should be dissolved in water and the available chlorine should be treated using a reducing agent such as Sodium Sulphite.

14. Transport Information

DOT

UN number: UN3487
UN proper shipping name: Calcium Hypochlorite, Hydrated
Hazard Class: 5.1
Subsidiary risk: 8
Packing group: II
USA – RQ, Hazardous Substance and Quantity: 10 lbs. / 4.5 kg. (Calcium Hypochlorite)
Marine Pollutant: Regular

ICAO/IATA:

UN number: UN3487
UN proper shipping name: Calcium Hypochlorite, Hydrated
Hazard Class: 5.1
Subsidiary risk: 8
Packing group: II

IMDG:

UN number UN3487
UN proper shipping name Calcium Hypochlorite, Hydrated
Class 5.1
Subsidiary risk 8
Packing group II

15. Regulatory information:

EC Labeling Requirements: The product is classified and labeled in accordance with EC directives or respective national laws.

US Federal Regulations

ProChlo	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard

Contains: Calcium Hypochlorite (231-908-7)

Danger Indications:

O – Oxidizing **C – Corrosive** **N – Dangerous Environment**





R8 – Contact with combustible material may cause fire.
R22 – Harmful if swallowed
R31 – Contact with acids liberates toxic gas
R34 – Causes burns
R50 – Very toxic to aquatic organisms

Safety Phrases:
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S45 – In case of accident or if you feel unwell, seek medical advice immediately
S61 – Avoid release to the environment. Refer to special instructions.
S36/37/39 – Wear suitable protective clothing, gloves, and eye/face protection.
S ½ – Keep locked-up and out of the reach of children.

16. Other Information:

Other Information:
UL Drinking Water Treatment Chemicals Listing- calcium hypochlorite is certified for maximum use at 13mg/L under ANSI/NSF Standard 60.

Risk Phrases:
R8 – Contact with combustible material may cause fire.
R22 – Harmful if swallowed
R31 – Contact with acids liberates toxic gas
R34 – Causes burns
R50 – Very toxic to aquatic organisms

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CHEMRITE, INC. DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CHEMRITE, INC. MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTIABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Chemrite, Inc., and shall be the sole responsibility of the holder or user of the product.

City Council

Meeting Date: 9/3/2024 **Staff Report 60.**

City Council

Meeting Date: 9/3/2024 **Staff Report 61.**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Staff Report 62.**

SUBJECT
Discussion with possible action on recommendations to initiate an amendment to the existing Right-of-Way Ordinance 2024-O-128 for mitigation damages to underground fiber lines, and any other matters incident thereto.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The amendments of said help provide better customer service and have been deemed necessary and appropriate. The City Council agrees that it is in the best interest of the city that projects that have requiring underground fiber installation on the on the public Right-of-Way shall follow the requirements for alignments and depths on ROW for telecommunications.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that the City Council approves this Staff Report.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

City Council

Meeting Date: 9/3/2024 **Staff Report 63.**

SUBJECT
Discussion with possible action to direct staff on the possible development of an amendment to the Laredo Land Development Code, Section 24.77.1, Entitled Dimensional Standards, to remove the minimum lot depth requirement of 85 feet in R-1B (Single-Family High-Density District) zoning districts, and any matters incident thereto.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
Staff requests direction from Council regarding the proposed amendment of the Laredo Land Development Code, Section 24.77.1, Entitled Dimensional Standards, to remove the minimum lot depth requirement of 85 feet in R-1B (Single-Family High-Density District) zoning districts.

The purpose of R-1B zoning districts is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet, as per the Laredo Land Development Code, Section 24.62.2, entitled Zoning District Purpose.

Currently, the required lot dimensions and minimum lot area for R-1B are as follows (Laredo Land Development Code, Section 24.77.1):

- Lot Width is 35 feet
- Lot Width is 34 feet for properties located within the Eastern and Western Divisions
- Lot Depth is 85 feet
- Minimum Lot Area is 3,000 square feet

The proposed amendment will remove the 85 foot lot depth requirement for all R-1B zoned lots. The R-1B minimum lot area requirement shall remain the same.

The properties affected with the proposed R-1B ordinance amendment will be located within the Eastern and Western Divisions and new subdivisions within the limits of the City of Laredo.

Some of the potential benefits of the proposed R-1B ordinance amendment may include the following:

- Allow the subdivision in the Eastern and Western Divisions to be easier.
- Provide a greater opportunity for infill development in the Eastern and Western Divisions.
- Provide a greater opportunity for properties that have been subdivided without a plat in the

Eastern and Western Divisions to become a platted property.

The proposed R-1B ordinance amendment aligns with the City of Laredo Comprehensive Plan since it may create a more vital inner-city neighborhood, create more density, and provide infill opportunities.

Please see attached Exhibit A for an example of how the proposed R-1B ordinance amendment will affect a typical residential lot.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
N/A

ORDINANCE NO. 2024-O-

AMENDING THE LAREDO LAND DEVELOPMENT CODE, SECTION 24.77.1, ENTITLED DIMENSIONAL STANDARDS, TO REMOVE THE MINIMUM LOT DEPTH REQUIREMENT OF 85 FEET IN R-1B (SINGLE-FAMILY HIGH DENSITY DISTRICT) ZONING DISTRICTS, PROVIDING THAT THE ORDINANCE SHALL BE CUMULATIVE, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Laredo Land Development Code regulates land uses within the corporate limits of the City of Laredo; and,

WHEREAS, the purpose of the R-1B zoning district is to provide for residential uses and those public normal considered an integral part of the residential neighborhood they serve; and,

WHEREAS, in addition, the R-1B zoning district provides for the subdivision of single family residential lots with a minimum of 3,000 square feet; and,

WHEREAS, City Management requested the ordinance amendment to remove the lot depth requirement for R-1B zoning districts; and,

WHEREAS, on September 3, 2024, City Council directed Staff to develop an ordinance amendment intended to remove the lot depth requirement of 85 feet for R-1B zoning districts; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing on September 19, 2024, recommended **approval/denial** of the ordinance amendment; and,

WHEREAS, notice of the ordinance amendment was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City Council on this matter; and,

WHEREAS, the City Council held a public hearing on October 21, 2024, and found the proposed ordinance amendment appropriate, necessary, and consistent with the Laredo Comprehensive Plan, and in the best interest of the public health, safety, and welfare,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. Chapter 24, Article III, Section 24.77.1 of the Land Development Code is hereby amended as follows:

Sec 24.77.1 – DIMENSIONAL STANDARDS

DRAFT

SECTION 24-77
DIMENSIONAL STANDARDS
Section 24.77.1

Residential Districts													Non-Residential Districts									
AG	R-1	R-1A*	R-1MH (Manuf. Home)	R-1MH (Non-Man. Home)	R-2	R-3	RSM	RS	R-O	R-1B	Res. Lot of Record***		Reference Also	AE	B-1	B-1R	CBD	B-3	B-4	M-1	M-2	MXD
2½	2½	2	2	2	4	4	2½	2½	4	2	NA	Maximum Height (stories)		NA	3	1	NA	13	NA	NA	NA	NA
35	35	35	35	35	50	50	35	35	50	35	NA	Maximum Height (Feet)		NA	45	15	NA	160	NA	NA	NA	NA
35	20	20	10	20	20	20	30	30	20	20	10	Front Yard Setback	24.77.2	a*	25	30	a*	25	25	25	25	25
10	10	10	10	10	10	10	30	25	10	10	10	Side Yard Setback (corner)	24.77.10	a*	10	30	a*	10	20	10	10	10
5	5	5	5	5	5	5	10	10	5	5	5	Side Yard Setback (interior)	24.77.2	b*	b*	10	b*	b*	b*	b*	b*	b*
6	6	6	6	6	6	6	6	6	6	6	b*	Rear Yard Setback	24.77.2	b*	NA	20	b*	b*	d*	b*	b*	b*
												Minimum Lot Area										
15,000	6,000	4,500	4,500	4,500	4,600	5,520	NA	15,000	4,500	3,000	2,500	Single Family Residential		4,000	4,600	15,000	4,000	4,000				
					6,000	6,000			6000			Duplex		6,000	6,000		6,000	6,000				
					c*	c*	c*		c*			Multi-Family residential		c*	c*		c*	c*				
e*	e*	e*	e*	e*	e*	e*	e*	e*	e*		e*	Commercial		e*	e*	e*	e*	e*	10,000e*	9,000e*	30,000e*	NA
100	46	42	42	42	46	46	100	75	46	35	30	Minimum Lot Width**		46	46	100	46	46	100	65	100	
			100	100		120	100			~~85~~		Minimum Lot Depth										

KEY

a*	The minimum setback is zero provided that a sidewalk of not less than eight feet (8'-0") is required for any new construction.
b*	Setbacks shall be six feet (6'0") for residential use, ten feet (10'0") all other uses, or the number of feet established in the adopted International Building Code, whichever is greater.
c*	The minimum lot area shall be 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom.
d*	Setbacks shall be twenty feet (20'0") or the number of feet established in the adopted International Building Code, whichever is greater.
e*	There are no lot area and lot frontage requirements for tracks intended for uses such as, but not limited to, communication towers and off-premise signs when platted in conformance to provisions provided in Section 212.0105 (b)(2) of the Local Government Code and Section 16.343 of the Water Code, relating to plats that do not require water and sewer services. (Residential lots do not qualify)
*	Staggered front and rear setbacks outlined in Section 24.65.8 of this Code.
**	Lot Width measured at the building setback line. Lot width for R-1B zones located within the Eastern and Western Divisions is 34.
***	Less than 5,000 square feet.
Note:	Regardless of the setbacks, the requirements for easements, minimum parking requirements, and site traffic visibility must be followed.

Date: 11/22/93 (Amended 2/05/01,Ord. # 2001-O-036; 9/15/03, Ord. # 2003-O-217; 7/06/04, Ord. # 2004-O-157; 7/6/10, Ord. # 2010-O-084; 9/21/15, Ord. # 2015-O-126; 2/1/21, Ord. # 2021-O-025)

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 5. This Ordinance shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

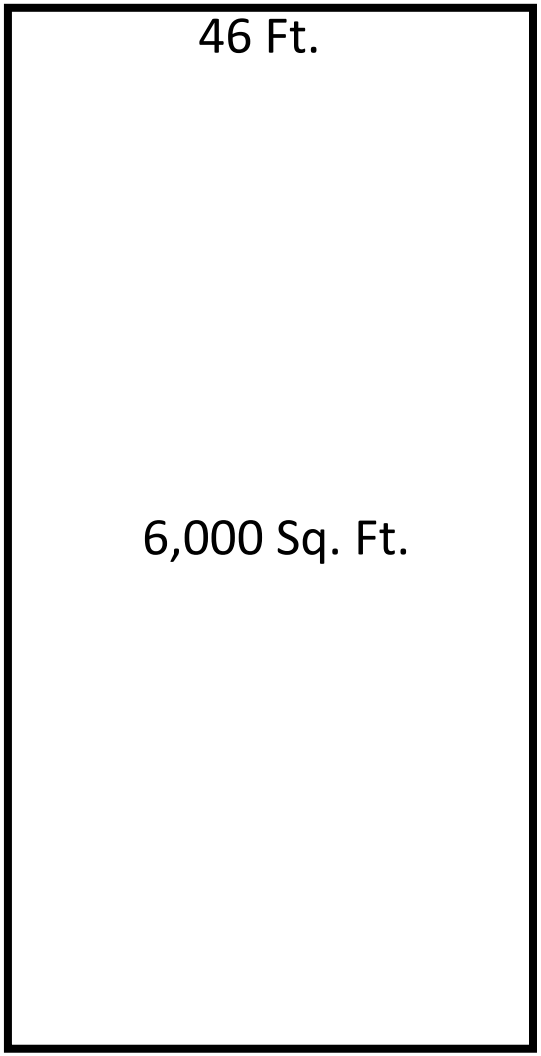
APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

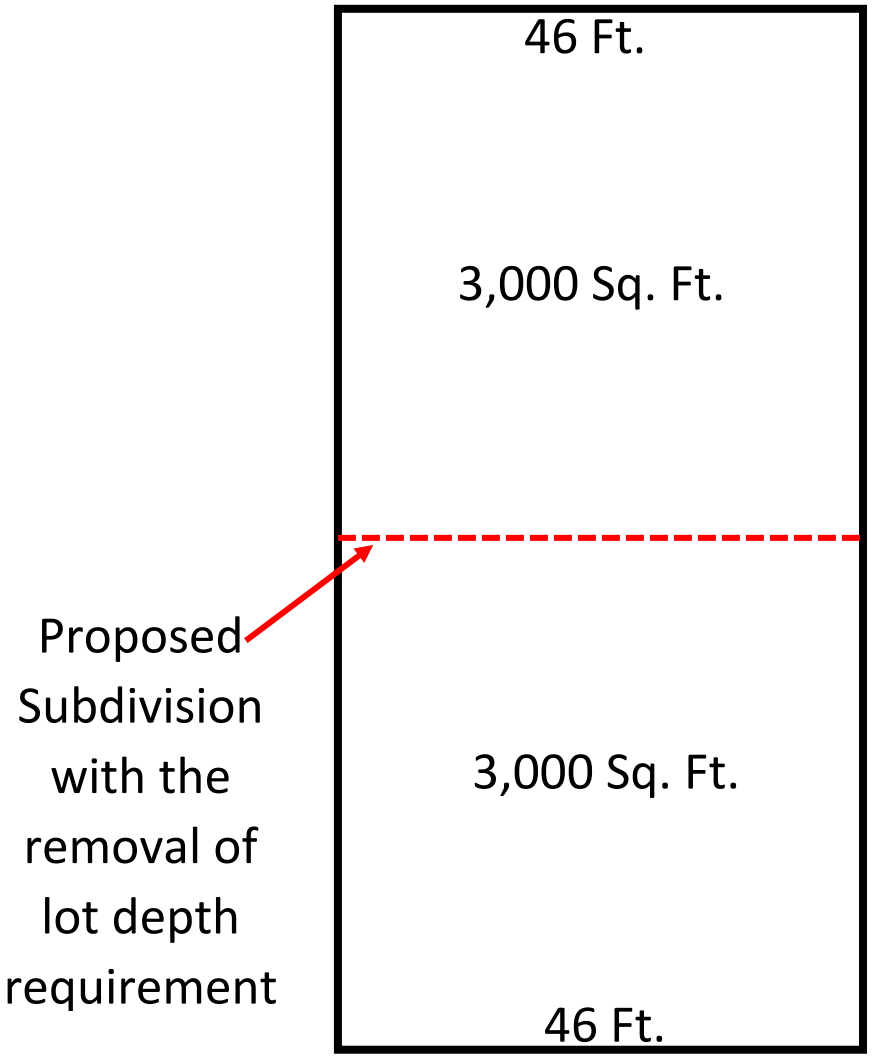
DRAFT

Exhibit A

Typical Residential Lot Dimensions:



Proposed R-1B Ordinance Amendment Lot Dimensions:



City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Staff Report 64.**

Click or tap here to enter text.

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Closed Session 65.**

City Council

Meeting Date: 9/3/2024 **Laredo Mass Transit Board 66.**

SUBJECT
Consideration to award a three-year service contract RFP FY24-065 to Hachar-Bus Ads, Laredo, TX in an annual revenue amount of $125,000.00 for exterior and interior advertising services. The term of this contract will be for a three year period beginning as of date of its execution. This contract may be extended for one additional two year period. This contract will commence on July 1, 2024 to June 30, 2027, the first three years. Revenue funds will be deposited in the El Metro Advertising account.

PREVIOUS COUNCIL ACTION
On May 19, 2008, Council approved to extend the FY04-047 Hachar Bus Ads contract.

BACKGROUND
The city received three proposals through Cit-E-Bid for awarding a three-year contract for bus exterior and interior advertisement for Laredo Transit Management. Hachar Bus Ads provides bus wraps advertising services to the City of Laredo - El Metro bus system to advertise in El Metro bus fleet. Hachar Bus Ads will continue to provide specialized sticky back flat and perforated vinyl, King Kong and 1/2 back and full back bus wraps.

In determining the Best Value for Laredo Transit Management, the following factors were considered, in accordance with corresponding weights, in evaluating the proposals:

Criteria	Maximum Points
References	10
Professional Ability	30
Past Performance & Experience	20
Detailed Work Plan	20
Compensation Plan	20

Vendor	Score
Hachar Bus Ads	71
Killam Development	54
Tierra Fluker LLC.	47

Final Evaluation Scores Attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends approval of this contract.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	El Metro Operations.
Account #:	558-0000-339-2001.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

Revenue funds will be deposited in El Metro Operations - Advertising account 558-0000-339-2001.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS

BUS EXTERIOR AND INTERIOR ADVERTISING SERVICES
LAREDO TRANSIT MANAGEMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding of a three-year contract for providing Bus Wrap Exterior and Interior advertising services for the Laredo Transit Management.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 8, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Bus Exterior and Interior Advertising Services– Laredo Transit Management
FY24-065

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Mario I. Maldonado, Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a three-year Bus Exterior and Interior advertising contract for the Laredo Transit Management. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on July 8, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Bus Exterior and Interior Advertising Services – Laredo Transit Management FY24-065

Proposals can be downloaded and submitted through Cit-E-Bid:

https://cityoflaredo.ionwave.net/Login.aspx

Hand Delivered:
City of Laredo – City Secretary
C/O Mario I. Maldonado, Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 13th DAY OF JUNE 2024.

For: Mario I. Maldonado, Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;
(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.
(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at a minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at a minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
To comply with state law, the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that**:** (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Request for Proposal
Bus Exterior and Interior Advertising Services
Laredo Transit Management

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a three (3) year contract to provide Bus Wrap and Interior advertising services to the Laredo Transit Management bus system in accordance with the authorized inventory. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, June 28, 2024 at 2:00 p.m.

16.0 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Oscar Gomez	(956) 795-2288	ogomez@ci.laredo.tx.us

17.0 General Requirements for Exterior and Interior Bus Advertising

17.1 The Contractor shall have exclusive rights to place El Metro approved advertising upon El Metro' s fleet of buses, currently 50, which are subject to change at any time. Contract will not include nor is applicable to any trolleys or any EL LIFT vehicles.

17.2 Space availability for advertising on the El Metro fleet may change during the period of this agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles, new bus designs or configurations which do not allow for advertising capability.

17.3 EI Metro shall be required to notify Bus-Ads within three (3) working days of any in operable, damaged, and/or wrecked buses that is rendered in operable or that are not available or unable to be used for the advertising purposes contemplated by this agreement. El Metro shall be required to provide Bus Ads a bi-monthly report detailing by bus number and route, any damaged or in operable buses that would prevent the advertising purposes of this agreement.

17.4 Bus Ads staff employees, shall be allowed a reasonable opportunity from time to time to inspect the entire bus fleet for damages or repairs that may affect the advertising capability of one or more buses pursuant to the terms and conditions contained in this agreement.

17.5 All interior artwork proofs for fifty (50) interior cards (25 x 10 measurements) must be approved by the El Metro prior to printing ads. Advertiser authorized and instructs Bus Ads to display good and workmanlike manner to maintain for the terms set forth.

17.5 This RFP may be canceled at any time any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.

18.0 Contractor Requirements

18.1 The Contractor shall install all ads on buses and shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within the El Metro service area, including:

18.2 Contractor shall employ its best efforts to actively and aggressively, market the advertising space made available by El Metro. This includes the use of full color brochures, contact with direct and agency accounts within the area and the solicitation of national accounts.

18.3 Contractor shall receive and process any and all applications and inquiries to let and rent the advertising space made available by El Metro.

18.4 The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations, including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall remove unapproved, damaged or defaced vinyl's within 48 hours of notice given by El Metro.

18.5 Contractor shall remove all dated advertising materials within ten (10) calendar days from the expiration date. Dated materials refer to advertising materials that are relevant to a specific time or relevant to an event, that has been completed or is obsolete.

18.6 Contractor shall install and remove exterior ads on buses between the hours of 8:00 p.m. to 4:00 a.m., Monday through Saturday or anytime on Sunday or upon mutually agreed time approved in writing by Bus Ads and El Metro. Date and time confirmation by email, shall be permitted during the primary and or renewal option periods of this agreement.

18.7 Contractor upon execution of this agreement shall provide an updated and current listing of all Bus Ad Company staff employees and emergency phone numbers.

18.8 Contractor upon execution of this agreement shall provide an updated and current listing of all independent Contractors, installers, and Art Graphic designers used by the Contractor, to El Metro. Contractor shall notify El Metro in writing whenever changes occur and contractor shall provide El Metro with an updated listing to El Metro, within 5 working days of upon request for an updated listing. Contractor shall only allow Bus Ad Company, staff employees and/or appointed independent contractors, installers, or art graphic designers, to communicate on behalf of contractor with El Metro, enter El Metro facilities for installation, removing, measuring and/or to appraise bus or advertising sign damages or problems. Bus Ads, will immediately notify, El Metro in writing, of any staff employees, independent contractors, installers, and/or Art Graphic designers services that are discontinued.

18.9 El Metro will provide Bus Ads with personnel to communicate with concerning problems that arise during the length of this contract. If personnel changes, El Metro will provide contractor with new personnel contacts.

18.10 Contractor must have a minimum of 2-year experience in the advertising business.

19.0 Contractor Responsibilities and Duties

19.1 Contract shall receive and process any and all applications and inquiries to let and rent its advertising space made available by El Metro.

19.2 Prior to entering a contract with an Advertiser, Contractor shall submit the contract and an accurate description of the Advertiser and creative advertising proposed to be placed upon space provided by El Metro for approval. If El Metro approves a contract which extends beyond the end of term of the contract with the Contractor, then the contract with the Contractor shall be extended automatically until the end of the advertising contract with Advertiser only for the purpose of completing agreement with Advertiser and for the

purposes of returning the bus to its original state before the advertisement was placed upon it. No Contractor extension can exceed six (6) months beyond the end date of Contractor's contract. Upon submission of an advertising contract and/or artwork to the City, by Bus Ads, El Metro agrees to approve or reject the submitted contract and/or artwork within a turnaround time of not more than Two (2) working days from date of submission by Bus Ads to the designated person at El Metro.

19.3 Upon execution of a contract with an Advertiser, Contract shall promptly deliver to the City all contracts and related documents pertaining to the renting of advertising space by the Contractor with an Advertiser.

19.4 The Contractor shall assume full responsibility for the billing of all rental payments, fees and charges due from advertiser. Contract shall utilize a billing system that will allow it to provide El Metro with accurate information and repots on Advertiser billing as requested.

19.5 The contractor shall not be responsible for delays or loss by reason of strike, lockouts, acts of God to include hurricane, excessive wind, governmental actions, or any other act or thing beyond its control.

20.0 Specific Requirements

20.1 Location for Bus Advertisement

Advertising on buses will be permitted on the rear, front, the exterior, and the left and right sides, and on a portion of interior of buses as per Exhibit A thru E. Prior to the initial installation of vinyl advertisements, El Metro will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in the El Metro fleet with the exclusion of the Trolleys and El Left vehicles. These locations will become the standard locations for placement of ads on buses within each sub-fleet through the terms of the agreement.

20.2 Materials and Appearance of Advertisement

El Metro requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application". The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Additionally, each ad (1) shall be from wrinkles, blisters, or similar defects, (2) shall be "squared to the vehicle contour lines, and (3) shall present a sharp and clear appearance (4) shall not be placed in frames nor will buses be painted with advertising. Bus Ads compliance with this requirement shall be done to the best of Bus Ads ability on a reasonable basis and in conformance with the terms and conditions contained herein.

20.3 Dimensions of Advertisement

In no case shall the dimension of any exterior advertising material exceed the allotted space dimensions of each given bus, with full wraps being the only exception. Additionally, Contract shall not allow any one exterior ad to remain adhered to any vehicle in excess of eighteen (18) months unless written approval from El Metro.

20.4 Continuous Advertisement

Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted (i.e., the previous vinyl must be removed before application of a new vinyl). Layering shall be allowed for snipe placement.

20.4.1 Snipe is defined as a predetermined addition to an ad for seasonal and/or special event purposes.

20.5 Restoration of Bus

Upon removal of vinyl advertisement, Contractor, at Contractor's sole expense will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to the El Metro vehicles, their paint schemes or exterior surface. The contract will be notified of any such damage and El Metro will not proceed with repair for 72 hours after notification to the Contractor to enable the Contract time to inspect the damage if so desired. The Contractor shall be required to reimburse El Metro for the full dollar cost to repair any damage El Metro vehicles and/or property resulting from application or removal of the vinyl advertisement of any other activities of the Contractor. Bus Ads will be allowed to restore bus to original condition.

20.6 No Route Specific Advertisements

Under no circumstances should advertisement be route specific however, Bus Ads can recommend a route for a particular ad and/or advertiser and El Metro, although not obligated or required, will attempt to the best of their ability to comply with this request for a recommended bus route for a particular ad and/or advertiser. However, it is expressly agreed and understood that Contractor shall not represent to actual and/or potential advertisers that advertising will be placed on a specific El Metro bus route and or route(s).

20.7 Self Promotion

The Contractor and El Metro will mutually agree to a limit on the number of buses to use for contractor's self-promotion.

20.8 Maintenance of Advertisements

The Contractor shall be solely responsible to keep an maintain all the vinyls placed on El Metro buses in good condition, and will bear the full cost of any and all maintenance and repair of the vinyls. In the event the Contractor fails to satisfy the requirements, El Metro may elect to repair, alter, or remove the vinyl and charge the contractor all labor and material costs for all such work. The Contractor agrees to pay El Metro the full cost of performing such work provided El Metro gives the Contractor verbal notice followed by written email notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity. Bus Ads will be allowed to restore bus to original condition within 72 hours.

20.9 Placement of Advertisements

No vinyl will be allowed to interfere with any safety devices, lights, signals, or distinctive logos on El Metro vehicles. This includes any other equipment installed on vehicle which are for the normal use and which may require regular preventive maintenance I.E. fuel doors, vents, etc. Logos safety devices, lights, signals, can be displaced as per mutual agreement by Bus Ads and El Metro. Bus Ads will always abide by State, Local and National Law when considering any displacement.

20.9.1 Logo Displacement. Bus Ads upon receipt of prior written consent by El Metro shall be permitted to displace an El Metro logo placement, and Bus Ads shall be permitted to substitute and replace the El Metro logo upon a mutually agreed location to allow for maximum advertising revenue generation under this agreement in accordance with the attached diagram, so long as any displacement or substitution conforms with any State Local and/or National Laws, ordinances, rules and/or regulations.) Permitted Logo displacement includes all El Metro sign age, bus numbers, route numbers, caution, and/or warning signs etc. (continue to abide by fed laws in order to maximize revenue).

20.9.2 Vinyl can be placed over body molding per mutual agreement between El Metro and Bus Ads and in a way that will maximize revenue for both El Metro and Bus Ads. Vinyl applied over body panel seams shall be cut and tucked into those seams. Bus Ads will not interrupt any doors or services hatches with vinyl.

20.9.3 Vinyls smaller than an allocated area shall be centered in the allocated area.

20.9.4 On full bus wraps the El Metro logo must appear in a location that is visible. On smaller vinyls if El Metro logo is displaced in an area mutually agreed to by Bus Ads and El Metro.

20.10 Non-Profits
The Contractor shall offer a non-profit rate which shall be a discount of the going rate. This rate shall only apply to agencies or organizations that are duly licensed as a non-profit public educational or charitable organization. All costs shall be borne by the non-profit, public educational, or charitable organization. Advertising by non-profits shall not exceed 5% of the total number of buses available for advertising.

20.11 Other City Departments
The sale of advertising space to other City Departments shall be at the non-profit rate. All costs shall be borne by the other City Department.

20.12 Types of Advertising to be Used
Contractor may have the option of offering potential advertisers any of the following Exterior Ads on El Metro buses: full wrapped buses, king sizes, queen sizes, front and when the model and configuration of bus allows tails.

21.0 Defaced or Damaged Advertising

21.1 The contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program to ensure that all advertisements installed on El Metro buses are in good condition at all times. Contract should also make any other repairs as necessary to vinyls that are damaged or defaced (except graffiti removal on advertisements which shall be the responsibility of El Metro). During graffiti cleanup El Metro and/or the City of Laredo will not be responsible for any damage or discoloration to the vinyl advertising.

22.0 Approval of Advertising Material

22.1 El Metro reserves that right to approve all advertising material, exhibit material announcements, or any other display and their manner of presentation. All advertising material at any time placed on El Metro vehicles by the contractor shall be acceptable to El Metro, no libelous, slanderous, or obscene advertising will be accepted by the contractor for display in the El Metro service area.

22.2 Contractor shall not exhibit any advertisement material, announcements, or nay other display for goods and services on El Metro vehicles which to the knowledge of the contractor are any of the following:

22.2.1 False, misleading or deceptive.

22.2.2 Clearly defamatory or likely to hold up to scorn or ridicule a person or group of persons.

22.2.3 Obscene, vulgar, or profane language and/or pictures that are pornographic as deemed by El Metro and further defined by all applicable laws including ay City Ordinances.

22.2.4 In advocacy of imminent lawlessness or violent action.

22.2.5 Promoting alcohol or tobacco products.

22.2.6 Promoting any establishment that main business is selling or promoting sex products, videos, books, etc. This would include any adult bookstore, video store, or "gentleman's club", bar, topless or nude entertainment facility.

22.2.7 Any and all political campaign ads, messages, etc. regardless of party or group, including all local, state, and national political campaigns.

22.2.8 All materials must adhere to U.S. copyright laws.

22.2.9 Copy and/or art which portrays violent acts or graphic violence, including the depiction of bodies, body parts and fetuses that are in states of mutilation, dismemberment, disfigurement and/or decomposition, will not be permitted.

22.2.10 Advertisements promoting contests must comply with all applicable laws and regulations. The contest sponsor must indemnify El Metro against any claim or legal action involving any contest advertisement placed in the El Metro system.

22.2.11 If an advertisement contains a testimonial, the sponsor shall provide to El Metro documentation that person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify El Metro against any legal action by any person quoted or referred to in any testimonial advertisement placed in the El Metro system. Such indemnity shall be in form and substance acceptable to El Metro.

22.2.12 Advertisers shall take special care to avoid illustrations or references that encourage persons to refrain from using safety precautions normally used in any activity.

22.2.13 Advertising offering premium or gifts must not misstate their value.

22.2.14 Use of El Metro graphics or representations in advertising is subject to written approval by El Metro.

22.2.15 No implied or declared endorsement of nay product or service by El Metro is permitted.

22.2.16 Any advertising that promotes gaming or gambling that is not sanctioned by the State of Texas.

22.3 Reasonable proof and clarification can be required by El Metro for any advertisement, exhibit material, announcement, or any other display prior to approval by El Metro.

22.4 El Metro reserves the right to reject or remove any advertising that it deems not be in full compliance with these policies.

22.5 Contractor will immediately remove upon notification any advertisement display, sign, or poster which is deemed objectionable as described in subsection 20.2 (R.F.P) at the cost of the contractor. In the event that the material is not removed within a 48-hour period, El Metro personnel may remove the material at the sole cost of the contractor. El Metro or its authorized representative shall not be held responsible for any damaged as the result of removing any advertisement display. El Metro shall not be held responsible for any removal or the consequences thereof.

23.0 Assessment for Non-Compliance

23.1 For any breach of the requirements of this agreement by contractor and/or upon contractor's failure to satisfy the conditions set forth herein, after contractor has been notified in writing of such breach and after being given a reasonable 30 day opportunity to cure any breach of the requirements of this agreement and Contractors failure to satisfy the conditions set forth, El Metro will impose an assessment of $100 per day per bus or incident, or breach that is not cured within the cure period.

24.0 Office/Maintenance Location

24.1 Contract shall provide a fully staffed business office within the El Metro operating area during the term of the contract and any extension thereof.

24.2 On any and all approved on-site installations or repairs to advertising of El Metro fleet are approved an or made, Contractor will be responsible for providing and storing all necessary parts, equipment, materials, and/or tools associated with the performance of this contract at Contractors off-site facility. Contractor shall not store any parts, equipment, materials, and/or tools on El Metro property. Contractor shall make every effort as to minimize the disruption of El Metro's personnel or operations i.e. perform the work so as to eliminate noise, obstruction, hazardous conditions, or other disturbances. During the performance of work. Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility. Any damage arising from the Contractor's sole expense.

24.3 Contractor shall provide El Metro with an emergency phone number in the event an emergency situation shall arise. Contractor will respond to an emergency situation within 48 hours of the request.

25.0 Contractor's Work on El Metro Property

25.1 Contractor shall check-in before entering and checkout upon leaving El Metro property with the proper guard and/or on-duty maintenance supervisor.

25.2 Contractor shall provide reflective safety vests and company identification badges for its employees to be worn at all time whole on El Metro property.

25.3 Contractor shall operate clearly identifiable vehicles for purpose for entering El Metro property. All vehicles used to install or remove the advertisement from El Metro buses must display a business sign on the outside on the outside of each front door, both left and right sides with the name of the company authorized to perform work on advertising on El Metro buses. Signs may be of the magnetized type. No private vehicles will be allowed on El Metro properties, unless displaying the proper signage.

25.4 Contractor shall perform wok on El Metro buses at El Metro's reasonable discretion. Usually when El Metro vehicles are not in revenue service, nights or on weekends. Contractor shall not interfere with El Metro operations when installing, removing, or maintaining ads.

25.5 Contractor will provide all necessary parts, equipment, materials and/or tools required to perform required work and will not store any parts, equipment, materials, and/or tools on El Metro property.

25.6 El Metro shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace may not always be available on El Metro premises.

25.7 El Metro and Contractor shall agree on how best to resolve any problems arising regarding the location of buses at each applicable site. Contractor shall make every effort as to minimize the disruption of El Metro's

personnel or operations i.e. perform the work as to eliminate unnecessary noise, obstruction, hazardous conditions, or other disturbances. During the performance of work, Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility.

25.8 Contractor shall keep designated on-site work area in an organized and safe manner.

26.0 Conduct of Contractor's Employees

26.1 Contractor shall insure that its officers, agents, or employees while on or using El Metro premises or equipment will conduct themselves in a safe and proper manner. In the event that a complaint is made by El Metro personnel, the Contract will take correct measures as deemed necessary. If the Contractor does not take any action, El Metro may deem the Contract in breach of its obligations under the Agreement. Contractor further agrees to ensure that its employees or representative will not deface or damage El Metro property or deposit or scatter any rubbish, debris, waste, litter, or other material about El Metro property or premises.

26.2 Contractor will agree to assume full liability and responsibility for actions on the part of its employees and shall pay for the clean up required to restore the property to its condition prior to entry by the Contractor.

27.0 Warranty

27.1 The Contractor assumes all responsibilities for all of the materials and services, provided, whether those materials and services are provided by the Contractor, purchased readymade or provide by a subcontractor.

27.2 The contractor warrants that all products and/or process used in production, installation, maintenance, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of El Metro vehicles. In the event that damage occurs, the Contract shall reimburse El Metro for its actual costs of repairs including: labor, parts and materials plus a 25% administration overhead fee. Prior to undertaking the repairs, El Metro will provide 72 hour's notice in writing to enable the Contractor time to inspect the damage if s desired.

29.0 Evaluation Process

An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In evaluating the responses, the following predetermined criteria shall be considered:

29.1 References **(10 Points) – Documentation Shall be uploaded on Cit-E-Bid**

29.1.1 List of in-state references including the name, address and phone numbers of the persons closely associated with prior services.

29.2 Professional ability/qualifications of the firm/team and their financial capacity and capability to satisfactorily perform the required services. **(30 Points) - Documentation Shall be uploaded on Cit-E-Bid**

29.2.1 Demonstrated prior experience in providing similar serveries.

29.2.2 Submit a detailed work plan describing how you intend to provide the services outlined in Section 20.

29.3 Past performances an experience by firm/team with similar work (**20 Points) - Documentation Shall be uploaded on Cit-E-Bid**

29.3.1 Submit a portfolio of advertising displays that will be used in this contract.

29.4 Detailed Work Plan. **(20 Points) – Documentation Shall be uploaded on Cit-E-Bid**

29.4.1 Setting goals and objectives.

29.4.2 Establishing team responsibilities.

29.4.3 Setting timelines.

29.4.4 Establishing a budget.

29.5 Compensation Plan. **(20 Points) – Documentation Shall be uploaded on Cit-E-Bid – Appendix A**

29.5.1 Specify a percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the Agreement and for each option year of the Agreement.

29.5.2 The agency (LTM) is requesting proposals with not less than 50% minimum annual revenue share of annual advertising sales.

Total Points **100**

29.6 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

30.0 Selection Process

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Total Points
I	References 29.1	10
II	Professional Ability/Qualifications 29.2	30
III	Past Performance and Experience 29.3	20
IV	Detailed Work Plan 29.4	20
V	Compensation Plan 29.5	20

	Total	100

Percentage Rating for point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	References 29.1	10	50%	5.0
II	Professional Ability/Qualifications 29.2	30	40%	12.0
III	Past Performance and Experience 29.3	20	60%	12.0
IV	Detailed Work Plan 29.4	20	50%	10.0
V	Compensation Plan 29.5	20	70%	14.0
			Total Score	**54.00**

31.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

31.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

32.0 Term of Contract

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period.

32.0 This contract shall be the responsibility of an administered by the vendor and the Laredo Transit Management.

33.0 Price Adjustment***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

34.0 Termination of Contract

This contract shall be for an initial period of three years from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)
Appendix A – Revenue Outline Form

36.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) **Hachar Bus Ads: Hachar Learning Center**

Signature Robert Hachar Date **6.30.2024**
of person authorized to sign bid

Print Name **Robert D. Hachar**
of person authorized to sign bid

Title: **President**

Business Address: **4100 San Bernardo Avenue Suite E7**

City, State, Zip Code: **Laredo, Texas 78041**

Telephone Number: **956.791.0140** Fax Number: **956.615.0031**

Contact Person Email Address: **roberthachar@laredoad.com**

Federal Tax ID Number:**74-2857159**

Bidders Principal/Corporate Place of Business Address: **4100 San Bernardo Ave Ste E7**

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: **20 Years**

If applicable, list all other names under which the Business identified above operated in the last five years.

Hachar Learning Center DBA: Hachar Bus Ads

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

37.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Enrique Aldape,
Acting Purchasing Agent at 956-794-1733

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.**

Hachar Bus Ads Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

6-16-2024

Date

☐ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Robert D Hachar	Robert Hachar	06/16/2024
Name	**Signature**	**Date**

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.
Hachar Bus Ads Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Robert Hachar Type text here — Signature of person doing business with the governmental entity

6.16.2024 — Date

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Robert David Hachar / Bus Ads of Laredo

Being first duly sworn, deposes and says:

That he/she is Owner / Officer
(a Partner of officer of the firm of, etc.)

FY24-065 Bus Exterior and Interior Advertising Servicesedo Transit Management

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of June 2024.

Notary Public

My commission expires:

October 31, 2026

LORENA LOPEZ
Notary ID #131516117
My Commission Expires
October 31, 2026

JL

39.0 Discretionary Contracts Disclosure

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ☑ New Submission or ___ Correction or ___ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Robert	**D**	**Hachar**	**MR.**
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): RFP FY24-065
Bus Exterior and Interior Advertising

b) Originating Department(s): Laredo Transit Management
City of Laredo Purchasing
1110 Houston St 3rd Floor , Laredo Texas 78043

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Robert D. Hachar	Robert Hachar		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☑ Name of partner, parent, or subsidiary business entity(ies): **Hachar Bus Ads Inc.**
Hachar Learning Center DBA. Hachar Bus Ads Inc.

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☑ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

Hachar Bus Ads, Inc.

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? **N/A**

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☑ Hachar Bus Ads **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Robert D. Hachar	Robert Hachar	President
Name (Print)	Signature	Title
Hachar Bus Ads Inc., Hachar Learning Center		06/16/2024
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

40.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

40.1 Certificate of Interested Parties (Form 1295):

Hachar Bus Ads, Inc.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

40.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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.**

Hachar Bus Ads, Inc

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

FY24-065 Bus Exterior and Interior Advertising Services Laredo Transit Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Robert D Hachar	Laredo Texas, United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Robert Hachar
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

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
CERTIFICATION OF FILING

Certificate Number:
2024-1176023

Date Filed:
06/16/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hachar Bus Ads, Inc.
Laredo, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-065
Bus Exterior and Interior Advertising Services Laredo Transit Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hachar , Robert	Laredo , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is ROBERT DAVID HACHAR, and my date of birth is 7-05-1958.

My address is 2201 LANE (street), LAREDO (city), TX (state), 78040 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in LAREDO TEXAS WEBB County, State of TEXAS, on the 16th day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

41.0 Vendors Instructions:

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 8, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

RFP: Bus Exterior and Interior Advertising Services – Laredo Transit Management
FY24-065

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

APPENDIX A – REVENUE OUTLINE FORM (R-S)

PRICING SHEET BUS WRAPS & INTERIOR CARDS

Each year of the agreement, the contractor shall be bound by the following minimum annual guarantee amounts per contract year based upon the list of buses in section 17.1:

Contract Year	Minimum Annual Guarantee	Minimum Revenue Share %
July 1, 2024 through June 30, 2025	**$125,000**	50%
July 1, 2025 through June 30, 2026	**$125,000**	50%
July 1, 2026 through June 30, 2027	**$125,000**	50%
Optional Year 4- July 1, 2027 through June 30, 2028	**To be negotiated prior to contract renewal**	50%
Optional Year 5- July 1, 2028 through June 30, 2029	**To be negotiated prior to contract renewal**	50%

The agency (LTM) is requesting proposals with not less than 50% minimum annual revenue share of annual advertising sales.

On the 10th working day of each month the advertising company shall pay Laredo Transit Management the requested minimum 50% (or an agreed upon minimum revenue percentage) or the minimum annual guaranteed payment, whichever is greater.

Laredo Transit Management reserves the right to increase or decrease the number of vehicles listed on section 17.1 during the term of the contract. LMT shall notify the selected company in the event the fleet should increase or decrease by 50% and if necessary, the minimum annual guarantee will be reviewed and possibly adjusted proportionately by mutual agreement of the parties.

Robert Hachar

Robert D. Hachar
Authorized Official of Firm

President
Title of Authorized Official

6.18.2024
Date

EXHIBIT A


Shop
Merry
Abercrombie & Fitch
The Outlet Shoppes at Laredo
rue21
H&M
FOREVER 21
Nike Clearance Store
FOREVER 21
H&M
rue21
The Outlet Shoppes at Laredo
Shop
Merry
Nike Clearance Store
Abercrombie & Fitch

EXHIBIT B


POWERED BY CNG
OUT OF SERVICE
RELEASE YOUR INNER ALPHA
GREYWOLF
FITWEAR
@greywolf.fitwear
www.shopgreywolffitwear.com

EXHIBIT C

FY24-065 Bus Exterior and Interior Advertising ServicesLaredo Transit Management



EXHIBIT D


EL METRO
1548
ORIGINAL SIZE
THIS VEHICLE MAKES NO RIGHT TURN ON RED
12"
12"
11"X8"
CAUTION
16
LEZCANO
LAW FIRM PLLC
ACCIDENTS + INJURIES
PRINCIPAL OFFICE LAREDO, TX
956.615.0111
MICHAEL LEZCANO
ATTORNEY
TEXAS
123-8524

EXHIBIT E


LAREDO
Obtén 4 líneas por $25/mes cada una
con México incluido
y un moto g 5G GRATIS.
cricket


Kristtall Hernandez
956-608-9157
Licensed Sales Agent
Sí, hablo su idioma.
1806 Commerce Dr. Suite203
United Healthcare



Exterior & Interior Advertising Services	Tierra Fluker LLC	Killiam Development Ltd. Bda Stx Media	Hachar Bus Ad
Evaluator#1	50.00	56.0	83.0
Evaluator#2	63.0	76.0	88.0
Evaluator#3	28.0	30.0	42.0
Average & Final Scores	**47**	**54**	**71**

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Laredo Mass Transit Board 67.**

SUBJECT
Authorizing the City Manager to execute a two-year contract with Samsara, Inc. for the purchase of the Samsara Software licenses for El Metro Fixed Route Bus in the amount of $124,613.00 and Paratransit Operations in the amount of $36,301.00 for a grand total of $160,914.00. This software will provide real-time visibility, business relevant tools, and analytics that enable El Metro operations to increase productivity and reduce operating cost. Funding is available in the FTA grant TX-2024-001 for Fixed Route Bus and Grant TX-2020-027 for Paratransit.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Samsara is a GPS tracking software and that consolidates all the telematics and safety tools into one unified Connected Operation Platform so you can seamlessly switch between compliance, safety Dash Cams, vehicle maintenance, dispatch, across your vehicles, assets, equipment, and sites. This software will facilitate the Fleet Operations, tracking, and reporting for El Metro staff.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Transit Grant Fund
Account #:	518-5172 & 518-5178
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the FTA Grant TX-2024-001 account number 518-5172-585-9003 for Fixed Route and grant TX-2020-027 account number 518-5178-585-9003 for Paratransit.

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1292941

Issued 07-11-2024

Expires 08-16-2024

Sourcewell Contract #: 020221-SAM

Prepared For:
El Metro Transit
401 Scott St.
Laredo, Texas
78040

Prepared By:
Justin Chen
justin.chen@samsara.com

Quote Summary

	Subtotal
Hardware and Accessories	USD $0.00
Licenses License Term – 36 Months	

Shipping and Handling	USD $517.00
Upfront Hardware Sales Tax	USD $0.00
Annual License Sales Tax	USD $0.00
First Year Payment	USD $62,565.00
Payments Beginning Year Two	USD $62,048.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Sandy Esparza
401 Scott St
Laredo, Texas, 78040-7510
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	67	$0.00	$0.00
VG54 Aux Cable CBL-VG-CAUX	67	$0.00	$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	49	$0.00	$0.00
Panic Button (VG54) ACC-CPB	49	$0.00	$0.00
RCA to GX12 adapter cable for public sector octo usage CBL-CM-RCA	49	$0.00	$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	49	$0.00	$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	49	$0.00	$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	45	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	25	$0.00	$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	18	$0.00	$0.00
		Hardware Due	USD$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	67	$468.00	$31,356.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	67	$240.00	$16,080.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1	49	$260.00	$12,740.00

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

License for Forms Premier LIC-FORMS-PREM	12	$156.00	$1,872.00
		Annual License Due	USD $62,048.00



Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

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www.samsara.com

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

El Metro Transit

401 Scott St.
Laredo, Texas, 78040

Billing Contact:

Name: Sandy Esparza

Title:Paratransit Mobility Manager/
Marketing Coordinator

Billing Email: sesparza@ci.laredo.tx.us

Phone Number:9567952250

Payment Information:

Payment Method: ACH

Payment Terms: Due in advance

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1429712

Issued 08-08-2024

Expires 09-10-2024

Sourcewell Contract #: 020221-SAM

Prepared For:
El Metro Transit
401 Scott St.
Laredo, Texas
78040

Prepared By:
Justin Chen
justin.chen@samsara.com

Quote Summary

	Subtotal
Hardware and Accessories	USD $0.00
Licenses License Term – 36 Months	

Shipping and Handling	USD $141.00
Upfront Hardware Sales Tax	USD $0.00
Annual License Sales Tax	USD $0.00
First Year Payment	USD $18,221.00
Payments Beginning Year Two	USD $18,080.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Sandy Esparza
401 Scott St
Laredo, Texas, 78040-7510
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Panic Button (VG54) ACC-CPB	16	$0.00	$0.00
RCA to GX12 adapter cable for public sector octo usage CBL-CM-RCA	16	$0.00	$0.00
Dual-facing dash-camera, series 4 HW-CM34	16	$0.00	$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	16	$0.00	$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	16	$0.00	$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	16	$0.00	$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	16	$0.00	$0.00
		Hardware Due	USD$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	16	$468.00	$7,488.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1	16	$260.00	$4,160.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	16	$240.00	$3,840.00
License for Forms Premier LIC-FORMS-PREM	12	$216.00	$2,592.00
		Annual License Due	USD $18,080.00

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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

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Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

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Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

El Metro Transit

401 Scott St.
Laredo, Texas, 78040

Billing Contact:

Name: Sandy Esparza

Title:Paratransit Mobility Manager/
Marketing Coordinator

Billing Email: sesparza@ci.laredo.tx.us

Phone Number:9567952250

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor will extend to the Participating Entity the return and warranty terms set forth in Vendor's Hardware Warranty and RMA Policy, subject to the related limitations set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of the date of delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. By accessing the Contract, Participating Entities agree not to file any claims or causes of action against Sourcewell, or otherwise seek to hold Sourcewell, including

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its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Terms of Service. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Vendor. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

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oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the breach of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable to Sourcewell for incidental, special, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

Vendor's indemnification and hold harmless obligations under this Section 11 and Section 13 below are contingent upon: (a) Sourcewell providing Vendor with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Vendor, at Vendor's expense, in the defense and settlement of such claim; and (c) Vendor having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Vendor will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws ("IP Claim"). Vendor will have no liability under this section to the extent that any IP Claim results from: (a) modifications to the Equipment or Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Equipment or Products with equipment, devices, software or data not supplied by Vendor nor reasonably contemplated by this Contract; (c) a party's failure to use updated or modified versions of the Equipment or Products provided by Vendor to avoid a claim; (d) Vendor's compliance with any designs, specifications or plans provided by Sourcewell or a Participating Entity; or (e) use of the Products other than in accordance with this Contract, any additional terms agreed between Vendor and a Participating Entity, or any

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documentation provided by Vendor. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising or marketing campaigns with Participating Entities regarding Vendor's Sourcewell Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities that place orders with Vendor, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/1/2021 | 1:57 PM CDT
Date: _____

Samsara Inc.

DocuSigned by:
Adam Eltoukhy
022A22405912470...

By: _____
Adam Eltoukhy
Title: VP & General Counsel
4/1/2021 | 12:47 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
4/1/2021 | 7:57 PM CDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara Networks Inc
Does your company conduct business under any other name? If yes, please state:	Samsara
Address:	1990 Alameda St 5th Floor San Francisco, CA 94103
Contact:	Brian Glowiak
Email:	brian.glowiak@samsara.com
Phone:	860-680-2388
Fax:	860-680-2388
HST#:	47-3100039

Submission Details

Created On:	Friday January 08, 2021 12:36:01
Submitted On:	Tuesday February 02, 2021 15:13:45
Submitted By:	Hannah Bennett
Email:	hannah.bennett@samsara.com
Transaction #:	9af6e246-5365-482f-a9fd-4c3e157b3b47
Submitter's IP Address:	52.119.119.247

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Samsara Networks Inc.	*
2	Proposer Address:	Samsara Networks Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA, 94103	*
3	Proposer website address:	www.samsara.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Adam Eltoukhy, VP & General Counsel 1990 Alameda Street 5th Floor San Francisco, CA 94103. adam.eltoukhy@samsara.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Glowiak, Regional Sales Manager, Public Sector 1234 Samsara Miami, FL 33101 Brian.Glowiak@Samsara.com 860-680-2388	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Courtney McGowan, Director, Public Sector 1234 Samsara Miami, FL 33101 Courtney@Samsara.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown to over 1400 employees with major offices in San Jose, Atlanta, and London with headquarters in San Francisco and today we serve over 24,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Our core company values are 1. Obsess over customers 2. Adopt a growth mindset 3. Build for the long term. Samsara is a privately held company led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder, both of whom sit on the Board. Sanjit and John are joined on the board by Marc Andreessen, Founding Partner, Andreessen Horowitz, and Hemant Taneja, Managing Director, General Catalyst. Prior to Samsara, our leadership team worked together for over a decade. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large-scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. In the past year, we've doubled our customer and employee base and launched in 10 new countries. Most importantly, we are continuing to invest heavily in innovative and cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations while also helping them meet and exceed the expectations of the customers and citizens they serve.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Samsara's expectations are to enable our Public Sector sales teams to help our prospective customers take the easiest path to purchase through this contract. As stated in the pre-bid meeting by Sourcewell representatives, being able to leverage the Sourcewell contract is a massive benefit to all parties involved and can save months of time and effort as compared to going through a full RFP process with each and every city/county/state. This especially rings true in the current environment we have all been exposed to in the wake of Covid-19. Early retirements, furloughs, hiring freezes, etc., are all challenges we've seen in the market and it's become more difficult for agencies to find the time and resources to go through a true internal RFP process. Additionally, Samsara is very excited at the potential to be a part of Sourcewell's approved contract because there have been times where our sales team has had the request to use Sourcewell to purchase Samsara, however, we have had to use other cooperative contracts to earn their business to bypass an RFP. Sourcewell is typically the first contract that is mentioned in our discussions and we would love to leverage this as it seems to be the preferred option for many of our customers in the Public Sector.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Samsara's Dun & Bradstreet report attached. Samsara has raised over $930 million in equity financing to date, most recently raising $400 million in May 2020 at a $5.4 billion valuation, and Samsara maintains sufficient capital to provide services to its over 20,000 customers. Samsara is also number 25 on the Forbes Cloud 100 list (https://www.forbes.com/cloud100/#369e41325f94) and number 4 on the LinkedIn Top Startups List for 2020 (https://www.linkedin.com/pulse/linkedin-top-startups-2020-50-us-companies-rise-jessi-hempel/) We would be happy to provide more information on a call, if desired.	*
10	What is your US market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries.	*
11	What is your Canadian market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries, including throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Samsara would be best described as a SaaS provider. Samsara makes builds and designs all of its own hardware (gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. Samsara sells its products mostly directly by our own sales team, and also through multiple partners with varying geographic coverage. These partners are external third parties and are not Samsara employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Samsara is registered on the FMCSA's ELD list.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Samsara Networks Inc. nor its subsidiaries have been suspended or debarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please find below a list of awards and certifications: - 2019 LinkedIn Top Startups - #3 - 2019 Cloud 100 - Forbes - 2019 Top Startup - LinkedIn - 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze) - 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor - 2018 Top Startups - LinkedIn 2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver) - 2018 People's Choice American Business Award - B2B Products 2018 Internet of Things 50 - The Channel Co CRN Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook 20 Fastest-Growing IoT Companies - Insight Success Magazine - 2017 Emerging Vendors - The Channel Co CRN	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA, PEPPM, MAPC. The annual sales volume for these contracts is $1,207,982.66.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is $1,207,982.66.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Brad Salazar	720-865-3905	*
City of Sacramento	Mark Stevens	916-808-5869	*
City of Tallahassee	David Nichols	850.891.5238	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
[Confidential]	Government	Florida - FL	Vehicle Gateways, Unpowered Asset Gateways, Environmental Monitors, Street Sweeper Tracking	$1.76M	$1.05M	*
[Confidential]	Government	Massachusetts - MA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking	$2.78M	$1.66M	*
[Confidential]	Government	California - CA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Unpowered Asset Gateways (AG46)	$2.78M	$1.66M	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking, Sweeper Tracking	$3.15M	$781K	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Snow Plow/Spreader Tracking	$1.9M	$400K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Samsara is broken down into separate business units - Fleet, Industrial, and Connected Sites. On the Fleet side, we have 122 Account Development Representatives, 229 Account Executives, and 28 Regional Sales Managers. On the Industrial/Sites side, we have 9 Account Executives and 1 Regional Sales Manager.	*
24	Dealer network or other distribution methods.	Samsara has over 100 partners, referring to those who are qualified to resell our product, across all business units (fleet, industrial, connected sites). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. CDW), fall under the "IT systems distributor" industry. We don't have a geographical hub for our partners- we have one in just about every state, distributed evenly across the US.	*
25	Service force.	As of January 2021, Samsara's Technical Support team has 82 team members located within the US, and 3 in the UK. Of the 82, 59 are full-time employees, and the remainder are contractors. In 2020, Samsara was extremely proud to achieve a less than 5 minute wait time to connect with a customer service representative. For the majority of the year, this was actually less than 1 minute.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara provides its customers with 24/7 service via phone, email/case, and webchat. Response time capabilities (SLA's) and commitments can be found here: https://www.samsara.com/hosted-software-sla Contacting support can be found here: https://www.samsara.com/support/contact Training Webinars and Videos can be found here: https://www.samsara.com/support/training	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no areas of the United States or Canada in which we would not be serving through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no sectors in which we would not be serving through the proposed contract. There are no existing contracts which would limit our ability to promote another contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional contract requirements or restrictions that would apply to participating entities in HI, AK, or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcewell to finalize the messaging, scope, and timing of joint marketing activities. Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission): - Launched blog post: https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation - Press Coverage: https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/ - Case Study: https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our own domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we're optimizing and improving our performance. Examples of our approach include: - Search engine optimization; ensuring that webpages and written content include top-performing keywords relevant to our solutions - Website analytics; adjusting content and performance to minimize bounce rate & increase traffic - Social media; monitoring engagement with posts on LinkedIn, Facebook, and Twitter. Use of targeted ads to engage with prospects. - Email; we monitor delivery success rates, unsubscribe rates, open rates, and click rates to maximize messaging impact while minimizing reader fatigue	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We are happy to work with Sourcewell to determine a mutually beneficial co-marketing plan. When it comes to integrating Sourcewell-awarded contracts into our sales process, there are two approaches: - If we are speaking with a client who is already on the Sourcewell membership list, we will be certain to promote our contract with that client. - If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We are happy to share Sourcewell-provided resources about the benefits of purchasing through the cooperative.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Samsara utilizes the Train the trainer approach, and in most deployments, we provide 6 deep drive instructor-led trainings in a virtual format covering the following topics:
		
		- Admin Dashboard Settings Training
		- Admin Dashboard Functionality Training
		  - Safety for Dash Cams Overview
		  - Admin Driver App
		  - Admin Fleet App
		  - Routes, Dispatching, and Workflow Overview
		  - Maintenance Overview
		
		We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.
		
		With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.
		
		Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup & Configurations, Implementation Kick Offs, Plans, and Workshops, End-to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their annual spend meets the required threshold.
			*

37	Describe any technological advances that your proposed products or services offer.	Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world -- from state and local governments to schools and Fortune 500 enterprises -- use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more. Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls - all in an integrated, open, real-time platform. Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver. The following link is also a part of Samsara's submission as a PDF document: https://www.samsara.com/blog/favorite-product-updates-2020	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A core value of ours is building for the long term, and sustainability is a key part of that. We are committed to building best in class products that help our customers reduce their environmental footprint, and we have the same goal for our own business practices. Customer examples are annual reductions in fuel of over $40m per annum across our customer base due to eco-drive initiatives and reductions in idle times. We also have also made a big investment in capabilities to manage EV fleets and their unique challenges. Samsara has published an internal page for "green" initiatives. This page includes links for environmental groups to support/donate, various Earth Day projects/ideas, and other environmentally related topics. Furthermore, the Samsara recognition platform allows employees to accrue points and donate directly to agencies such as The Nature Conservancy and Greenpeace. In addition, Samsara offices in CA are Cal Green, SF6 and SJ1 are LEED certified, Samsara’s Workplace Design and Build Guidelines call for high-efficiency lighting and power systems, sustainable materials and locally-sourced materials when available.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Samsara is proud to be recognized as a leader in sustainability. In 2020, Samsara was honored by the Business Intelligence Group as a company that has made sustainability an integral part of its business practices. More can be read below and here - https://www.bintelligence.com/sustainability-awards The most precious asset all businesses share is our Earth. The efforts individuals and businesses make to sustain this vital resource is not only necessary, but it also makes good business sense. Seeking recognition for your Earth-friendly work is also smart business. We applaud you for taking the first step in setting your business apart from your competitors. The Sustainability Awards program provides the opportunity for your organization to receive global recognition by a panel of volunteer judges who themselves are leaders and experts in business. The Sustainability Awards will honor those who have made sustainability an integral part of their business practice. We welcome nominations from businesses of all sizes, locations and maturity. We offer increased exposure for the exemplary accomplishments of leaders, initiatives and organizations working to reduce the impact of their business on our environment.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Samsara does not hold these certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products. In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Samsara Hardware Products that require a valid license to function shall come with a warranty that lasts for as long as you maintain a valid license for such Hardware. During the warranty period, Hardware exhibiting material defects will be replaced. More information on the Hardware warranty can be found here: https://www.samsara.com/support/hardware-warranty Labor is not included in the product warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. If there is an issue with any of our products and it is covered under warranty, Samsara will overnight a new device to the customer and our products are extremely easy to install so the great majority of our customers will simply swap out the products themselves.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada in which Samsara can send our certified installers, however, as previously mentioned the installation is not covered in the warranty, only the product itself is. Our products are designed to be extremely easy to install, everything being plug and play. If Samsara provides the initial installation, it is expected we will be training existing employees how to do what is typically a 10-minute simple process for installations or replacements. Very little vehicle or technical knowledge is needed to do the majority of our installations/replacements.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All products mentioned in this proposal are built by Samsara employees and this unique approach is a differentiator because we create and build all of our own hardware and software. We do not rely on other manufacturers' hardware as part of our offering. Because of this, Samsara is able to offer seamless, plug and play integration of all of our products which relays back to a simple, intuitive, dashboard where our customers have a true 360-degree view of their operations.	*
47	What are your proposed exchange and return programs and policies?	Samsara offers a no-questions-asked return policy up to 30 days post purchase as outlined in the Samsara Hardware Warranty & RMA Policy, found at https://www.samsara.com/support/hardware-warranty. During the hardware warranty period, devices exhibiting material defects will be replaced pursuant to the RMA process outlined in the Hardware Warranty & RMA Policy	*
48	Describe any service contract options for the items included in your proposal.	All product update releases are performed over the air without any interruption to our customers' service. Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability and because of this we are pleased to offer our customers a 99.99% uptime SLA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of the participating entity.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Samsara will handle the complete order process from start to finish including quoting, processing, shipping, invoicing, product activation, implementation, and customer support. With each Samsara order from our customers, deliveries for our hardware are typically made within 3 business days of the signed quote or purchase order being received. In the past in order to procure Samsara via Sourcewell, Samsara has relied on 3rd party companies who have an existing relationship with Sourcewell. In the near term, there will still be some entities who continue to choose to use our 3rd party providers to procure Samsara (i.e. via CDW). However, if awarded, going forward we will be looking to sell Samsara directly off the Sourcewell contract versus leveraging 3rd party providers. The benefit of being able to purchase Samsara directly off the Sourcewell contract versus going through a 3rd party benefits the customer first and foremost because this will zero-out the reseller fees typically associated with procuring Samsara through a 3rd party. In this event, Samsara would be fully capable of providing quarterly sales to Sourcewell as described in the contract template because we would control access to this data rather than it going through our dealer network. In the event our dealer network processes a Samsara purchase order, the typical workflow for this is the end customer will cut a PO to the reseller dealer network and this would trigger a payment to Samsara from the reseller/dealer. Upon receipt, Samsara will release the shipment and provide tracking information to the appropriate point of contact. In this instance, the dealer network would process the Sourcewell participating entities' purchase orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case by case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please see attached for list pricing as well as the Sourcewell discounted price within the excel pricing document. Within the excel pricing document, we wanted to make it clear which line items represent a one-time cost or product replacement cost versus an annual recurring cost for licenses/software charges. Column J shows this designation, please let us know if you have further questions there. Samsara does not charge for hardware during an initial contract, and the hardware is covered under full warranty for the duration of the time a customer is actively paying for the software license associated with that hardware. In the event a piece of hardware would not be covered under warranty (i.e. a driver deliberately scratched the lens of a camera) we would use the one-time/replacement cost in order to have that hardware replaced. Our most up to date warranty information can be found at https://www.samsara.com/support/hardware-warranty	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 5% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see the attached master price list for these prices. Note this is simply the starting point from a pricing perspective. Sourcewell entities would be eligible for deeper discounts depending on their total rollout, scope, and other items determined during the sales cycle.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager during the purchasing process.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Samsara offers a robust marketplace highlighting pre-built integrations that our customers can take advantage of at no additional cost from Samsara. In some instances, the partners listed on our marketplace may have their own fees associated with certain integrations, however, Samsara does not charge extra for an existing pre-built integration. In the event a customer wants to explore building a new integration, a quote will be supplied for each such request and cost shall be determined on a case by case basis. This also could be a custom success or support program that a customer might request above and beyond our typical implementation and success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy the request on a case by case basis. With regard to installations, the majority of Samsara's customers choose to self-install as our products are extremely easy to use and are plug and play right out of the box. An installation of a Vehicle Gateway and Dashcam could take as little as 10 minutes. In the event a customer requires an installation, Samsara has a network of certified installers who can be leveraged for these instances.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	- Applicable taxes - Shipping & handling - Installation (if applicable) - Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis. - Custom integrations not already covered at no additional cost: see samsara.com/marketplace	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a 5% discount to MSRP for what Samsara typically offers as its starting point with government, education, and non-profit organizations. Deeper discounts will be available to participating Sourcewell entities based on the size and scope of their desired rollout.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded a Contract, Samsara will leverage its business systems to track sales with Participating Entities under the Contract to satisfy quarterly reporting obligations and remittance of the administrative fee. Samsara has experience with such reporting for similar contracting vehicles (e.g., GSA).	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event we are awarded a Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.
		
		In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people & movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.
		
		Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):
		
		Fleet
		- Telematics
		  - Real-time GPS Fleet Tracking
		  - Fuel & Maintenance
		  - Trailer Tracking	

- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles

- Safety and Cameras
  - A.I. Dashcams
  - Driver Safety Programs
  - Coaching Workflows
  - Safety Event Review
- Connected Driver
  - Driver Workflow
  - Custom Documents
  - Messaging
  - Routing & Dispatch
  - Compliance
  - Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships
  - Single Vendor Platform - consolidate and simplify your operations and vendors into one platform
  - App Marketplace - pre-built integrations with Samsara and your 3rd party apps
  - Experts Marketplace - get help from our verified integration and implementation experts
  - OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack
- Industry-Specific Solutions
  - Transportation & Logistics
  - Food & Beverage
  - Construction
  - Higher Education
  - K-12 School Transportation
  - State & Local Government
  - Passenger Transit
  - Field Service Fleets

Infrastructure
- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.
  - HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
  - Alarms & Notifications
  - Reporting
  - Mobile Access from anywhere to prevent downtime
  - Custom KPIs
- Industrial IOT
  - Remote Monitoring
  - Condition Monitoring
  - Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

Site Visibility
- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.
- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, high-definition cameras. If customers already have their own cameras, we can integrate with those too.
- Our Site Gateway allows customers to automatically turn their existing IP cameras into an advanced AI camera in a matter of minutes.
- Key Benefits Include:
  - Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.
  - Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.
  - Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.
  - Efficiency - Identify process or operational inefficiencies with powerful AI insights

		and proactive alerts.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see the bulleted items listed in Table 14A line item 64 for the main categories and subcategories of the products and services offered by Samsara.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	(•) Yes ( ) No	Samsara's platform is able to be used as an FMIS for our customers. For those customers who are already using an existing FMIS such as something like an Assetworks, Samsara can integrate with these systems to do things such as but not limited to: syncing Samsara Vehicle Gateway and Asset Gateway data like trip history, engine runtimes, fault code analysis and odometer data, automatically trigger work orders to be created based on vehicle inspection reports and maintenance data in Samsara, and service requests can be sent directly to technicians.	*
67	Fleet technology related hardware solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
68	Fleet related software solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	(•) Yes ( ) No	All items listed are covered by Samsara's offering.	*
70	Motor pool and fleet sharing solutions	(•) Yes ( ) No	Samsara has worked with various cities, counties, and agencies with regard to supporting fleet pooling services in certain capacities. By using the Samsara Driver App, employees can submit digital documents to report reasons for vehicle use, passengers, odometer readings, or any other information you want to capture including pictures, barcode scans, signatures, and document scans. There are numerous ways to understand who is driving which vehicle in real-time: 1) by logging into a vehicle via the Samsara Driver App, 2) if using Samsara Dash Cams (CM32) they will assign drivers automatically as soon as they start a vehicle, 3) with RFID ID card readers and RFID cards, and 4) with bluetooth keychain tokens.	*

71	Integrated video solutions	(•) Yes ( ) No	Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers. Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer-first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives. In addition to Samsara's award-winning Dashcams, we also offer our customers a Site Visibility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara.

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, internal metrics will be developed and tracked within Samsara's internal CRM. Metrics such as total opportunities created tagged with Sourcewell as a path to purchase, win rate, and the scope of rollout provided in closed won deals would be tracked. This would be further broken down by region and segment, all the way to the individual rep level. These data points combined with other items are crucial for Samsara's continued growth as we continue to add headcount and expand our Public Sector teams.	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	At Samsara, all of our products are built from the ground up with privacy in mind. We firmly believe that your data belongs to you and that protecting it is one of our most important responsibilities. To that end, we hold data security and privacy to the highest standards and invest continuously in our infrastructure and processes to provide you with the most secure solutions in the industry. We're committed to being transparent about our security practices and helping you understand our approach. Our Global Approach to Privacy: Whether you operate in the United States or Europe, Samsara has you covered. We support compliance with GDPR and CCPA requirements, among others. * European Union: Samsara supports compliance with the GDPR. The EU General Data Protection Regulation (GDPR), effective 25 May 2018, is a regulation that strengthens data protection for all individuals in the European Union (EU). The GDPR places requirements on the way organizations and companies must collect, store, and process personal data. It also addresses the movement of such personal data outside the EU and stipulates the controls and safeguards which must be in place to do so. As a complete telematics solution, Samsara products must sometimes collect, store, and use an array of personal data, including video footage. When designing and improving our products and features, Samsara has carefully considered data protection in order to help ensure personal data is processed in accordance with its legal requirements. Data is therefore processed in a transparent way and is retained only as is necessary, with appropriate safeguards in place to secure and protect it.	

Under the GDPR, Samsara will serve as the data processor in our customer relationships in order to process personal data provided by the customer. Under our agreements, customers will always have the power and control over their data. Within our products, Samsara also provides certain functionality to help customers with their compliance with applicable legal requirements.

Samsara has always believed in the importance of securely and thoughtfully handling customer data and will continue to protect customer data in accordance with all applicable legal requirements, including the GDPR.

For more information about how Samsara supports compliance with the GDPR in your region, please contact your representative for access to our privacy white papers for the United Kingdom and Ireland, Netherlands, Germany, France, and Spain. If you do not have a representative, please contact sales@samsara.com or reach out through our website.

* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy [https://www.samsara.com/support/privacy] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a “business” (as defined under the CCPA).

When we process personal information provided by our customers, Samsara acts as a “service provider” (as defined under the CCPA). In that capacity, we only process and transfer the personal information of our customers and our customers’ end-users for the purpose of performing our rights and obligations under our existing contract(s) with our customers and for no other commercial purpose.

How We Protect PrivacyProduct:

Samsara’s products are designed to help customers balance their business needs against privacy needs. Our hardware and software products include customizable control measures, features and tools to protect customer data.

Samsara’s commitment to privacy is reflected in our products’ features and your ability to customize many of our products to fit your specific needs and country-specific regulations. For example, Samsara dashcams enable strong privacy controls for customers to utilize, including:

Limited data captured and uploaded: Only video relating to safety events and video specifically requested by a customer is stored on the cloud / available in the dashboard;

Limited data retention: only 40 to 60 hours of recorded footage is available on any dashcam by default, with customizable data-retention features for footage sent to the cloud;

Restricted data access: Customers can set permissions so videos may be viewed only on a need-to-know basis (for example, a customer may restrict viewing permissions to safety managers);

Strong security: Samsara uses industry standard standards and protocols to protect data in transit (including TLS 1.2 and 256 AES encryption) and at rest (including FIPS 140-2 compliant encryption standards);

Physical lens caps: to cover either inward-facing lens only or inward- and outward-facing lenses.

EU data center: EU-customers’ data is stored in Ireland using Amazon AWS, which is rated as the leader in cloud security by research firm Forrester.

Policies and Safeguards:

Samsara is committed to transparency around how we hold and use personal data. Company-wide policies, contractual terms and other safeguards emphasize our responsibility to protect customer data and to stay compliant with the law.

Privacy Policy: Samsara may collect personal data in support of its business. For more information about how Samsara may collect and use such personal data,

		please see our Privacy Policy. DPA: Under the GDPR, Samsara will serve as the data processor for our customers, who in turn act as the data controller. To learn more about how Samsara processes customer data as part of this controller-to-processor relationship and our customer contracts, please see our DPA here. Data Transfers: To comply with EU data protection legislation on international data transfer mechanisms, we self-certify under the EU-US Privacy Shield and the Swiss-US Privacy Shield as set by the U.S. Department of Commerce. These frameworks were developed to establish a way for companies to comply with data protection requirements when transferring personal data from the European Union, UK, and Switzerland to the United States. To the extent these frameworks are deemed invalid or no longer apply to Samsara, we agree to abide by and process your data in accordance with the European Commission approved Standard Contractual Clauses we include within our Data Protection Addendum to provide adequate protection for such personal data transfers. DPIA: The GDPR requires organizations to undertake a data protection impact assessment (DPIA) where using new technologies is likely to result in a high risk to individuals. Samsara can provide supporting materials to help demonstrate your compliance with carrying out such DPIAs where you believe they are required before using our products. Marketing Communications: Samsara collects personal data for marketing purposes only pursuant to GDPR and other applicable local laws. Marketing communications are easily opted out of at any time via this page or through the unsubscribe feature on our emails. Security: Protecting our customers' privacy and respecting confidential information is fundamental to our core values. Samsara products are built from the ground up with security and privacy in mind. As part of our commitment to privacy and security, we've adopted the highest standards and also conduct regular audits pursuant to the Service Organization Controls (SOC 2) reporting process to ensure our customers' data is safe and available. Security Practices: Samsara implements the highest industry standards for encryption, storage, privacy, network, and endpoint security. Audits: Samsara regularly conducts security audits to ensure our systems are properly safeguarded. For example, our SOC 2 reports include descriptions of our software infrastructure and the processes we have in place to keep our customers' data safe and available. We also engage independent entities to conduct application-, infrastructure-, and hardware-level penetration tests at least annually. Incident Response: We have implemented a data breach and incident response plan. In case of an incident involving your customer data, we will inform you per the terms of your agreement with us. Learn More: To learn more about Samsara's commitment to upholding the highest security standards, please visit www.samsara.com/security	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Adam Eltoukhy, General Counsel, Samsara Networks Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 020221-SAM

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Samsara Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Fleet Management Technologies with Related Software Solutions to Sourcewell and its Participating Entities, effective April 1, 2021, through March 26, 2025 (Contract).

The parties agree that Section 6.B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

> ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In order to purchase from Vendor under this Contract, Participating Entity agrees that its purchase order shall be subject to Vendor's then-current Terms of Service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/. Additional terms and conditions to a purchase order or other required transaction documentation, in addition to such Terms of Service, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be worked out directly between the Participating Entity and the Vendor, but the Participating Entity agrees this Participating Addendum shall at least include such Terms of Service. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 9/16/2023 | 10:31 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 9/16/2023 | 9:52 PM CDT

Samsara Inc.

DocuSigned by:
By: Adam Eltoukhy
CA0F91C94F054E4...
Adam Eltoukhy

Title: Executive Vice President, Chief Legal Officer

Date: 9/15/2023 | 11:50 AM PDT

RESOLUTION 2024-RT-30

AUTHORIZING THE CITY MANAGER EXECUTE A TWO-YEAR CONTRACT WITH SAMSARA, INC. FOR THE PURCHASE OF THE SAMSARA SOFTWAFE LICENSES FOR EL METRO FIXED ROUTE BUS IN THE AMOUNT OF $124,613.00 AND PARATRANSIT OPERATIONS IN THE AMOUNT OF $36,301.00 FOR A GRAND TOTAL OF $160,914.00. THIS SOFTWARE WILL PROVIDE REAL-TIME VISIBILITY, BUSINESS RELEVANT TOOLS, AND ANALYTICS THAT ENABLE EL METRO OPERATIONS TO INCREASE PROUCTIVITY AND REDUCE OPERATING COST. FUNDING IS AVAILABLE IN THE FTA GRANT TX-2024-001 FOR FIXED ROUTE BUS AND GRANT TX-2020-027 FOR PARATRANSIT.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to execute the two-year contract with Samsara, Inc.; and

NOW THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. the City Manager is authorized to execute the two -year contract with Samsara, Inc.; and

Section 2. the City Manager is authorized to execute all necessary documents relating the said contract; and

Section 3. the grant funds shall be encumbered in the Laredo Transit Capital Grant Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City Council

Meeting Date: 9/3/2024 **Laredo Mass Transit Board 68.**

SUBJECT
Authorizing the City Manager to execute the Renewable Natural Gas (RNG) Supply offer Contract with Clean Energy Renewable Fuels, LLC for the clean fuel production tax credit. The tax credit is equal to the product of the applicable amount per gallon (or gallon equivalent) for any transportation fuel that is produced by El Metro at a qualify facility during the year and the emission factor for such fuels determined under the code.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Renewable Fuel Standard (RFS) is a national program that focuses on reducing dependence on foreign oils, achieving greenhouse gas reductions, and growing the nation's renewable energy industry. It was created in 2005 under the Energy Policy Act. Each year Congress establishes a Required Volume Obligation (RVO) that establishes the amount of renewable fuels production must bring to market. Credit values fluctuate on the open market and currently trading at $3.50. 5% of RIN value would be $0.20-$0.22 per GGE.

Clean Energy can offer the following for RNG supply:
- Pay 5% D3 RIN credit on total natural gas vehicle volume, but RNG delivery will remain flexible.
- 5% of the average D3 RIN credit (over the past two years) translates to approximately $4,500/month based on annual volume of 250,000 GGE.
- The RIN share is distributed via ACH payment or check to El Metro on a quarterly basis.
- Clean Energy is responsible for all compliance and reporting associated with the sale and sharing of RIN credits.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	N
Source of Funds:	El Metro Revenue

Account #: 558-0000-373-2023
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:
Refund will be deposited in El Metro Operations revenue account.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: _____, 2024 Transaction Confirmation #: CLD001-TC02

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.

SELLER:	**BUYER:**
City of Laredo Attn: Robert Garza Phone: 956-466-8375	Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. XXX00X

Contract Price:

Contract Price ($/MMBtu)
The **"Contract Price" (per MMBtu)** means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, *Inside FERC Gas Market Report*, first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub".

Delivery Period: The Delivery Period shall commence on the first (1st) day of the Delivery Period of Transaction Confirmation # CDL001-TC01, between the parties and dated _____, and shall end on the last day of the Delivery Period of Transaction Confirmation # CDL001-TC01, by and between Buyer and Seller.

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):	**Firm (Variable Quantity):**	**Interruptible:**
_____ MMBtus/day	0 MMBtus/day Minimum	Up to _____ MMBtus/day.
☐ EFP	160 MMBtus/day Maximum	

Performance Obligation: During every month of the Delivery Period of this Transaction Confirmation, Buyer will purchase, and Seller will be obligated to sell, Gas in identical corresponding volumes to Seller's purchases of Biogas (as defined in Transaction Confirmation # CDL00X-TC01) from Buyer under Transaction Confirmation # CDL001-TC01 during such month.

Delivery Point: The Delivery Point shall be Seller's CenterPoint Energy, Inc ("**CenterPoint**") meter interconnect at Seller's California compressed natural gas ("CNG") station listed in Exhibit A, which is attached hereto and

incorporated herein by reference, at which point title to the Gas sold by Seller to Buyer under this Transaction Confirmation will transfer from Seller to Buyer.

Special Conditions:

1. Hierarchy and Governing Law. In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Seller: City of Laredo	Buyer: **Clean Energy Renewable Fuels, LLC**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

Exhibit A

CNG Station Location		
Street Address	**City and State**	**Local Distribution Channel**
401 Scott Street	Laredo, TX 78040	Centerpoint

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

PARTY A **City of Laredo**	***PARTY NAME***	**PARTY B** **Clean Energy Renewable Fuels, LLC**
401 Scott Street, Laredo, TX, 78040	***ADDRESS***	4675 MacArthur Court, Suite 800 Newport Beach, CA 92660
	BUSINESS WEBSITE	**www.cleanenergyfuels.com**
	CONTRACT NUMBER	
	D-U-N-S® NUMBER	
☒ US FEDERAL: ☐ OTHER:	***TAX ID NUMBERS***	☒ US FEDERAL: 27-5411503 ☐ OTHER:
	JURISDICTION OF ORGANIZATION	Delaware
☒ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other:	***COMPANY TYPE***	☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other:
	GUARANTOR (IF APPLICABLE)	

CONTACT INFORMATION

ATTN: **TEL#:** **EMAIL:**	■ **COMMERCIAL**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**
ATTN: **TEL#:** **EMAIL:**	■ **SCHEDULING**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**
ATTN: **TEL#:** **EMAIL:**	■ **CONTRACT AND LEGAL NOTICES**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**
ATTN: **TEL#:** **EMAIL:**	■ **CREDIT**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**
ATTN: **TEL#:** **EMAIL:**	■ **TRANSACTION CONFIRMATIONS**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**

ACCOUNTING INFORMATION

ATTN: **TEL#:** **EMAIL:**	■ **INVOICES** ■ **PAYMENTS** ■ **SETTLEMENTS**	**Clean Energy Renewable Fuels, LLC** **ATTN: Jen Komonchak** **TEL#: (949) 437-1251** **EMAIL: jen.komonchak@cleanenergyfuels.com**
BANK: **ABA: ACCT:** **OTHER DETAILS:**	**WIRE TRANSFER NUMBERS (IF APPLICABLE)**	**BANK:** _____ **ABA:** _____ **ACCT:** _____ **OTHER DETAILS:** _____
BANK: _____ **ABA:** _____ **ACCT:** _____ **OTHER DETAILS:** _____	**ACH NUMBERS (IF APPLICABLE)**	**BANK:** _____ **ABA:** _____ **ACCT:** _____ **OTHER DETAILS:** _____
ATTN: **ADDRESS:**	**CHECKS (IF APPLICABLE)**	**ATTN: Clean Energy Renewable Fuels, LLC** **ADDRESS: 4675 MacArthur Ct, Suite 800** **Newport Beach, CA 92660**

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Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure
☐ Oral (default)
OR
☒ Written

Section 2.7 Confirm Deadline
☒ 2 Business Days after receipt (default)
OR
☐ 5 Business Days after receipt

Section 2.8 Confirming Party
☒ Seller (default)
OR
☐ Buyer
☐ _____

Section 3.2 Performance Obligation
☒ Cover Standard (default)
OR
☐ Spot Price Standard

Note: The following Spot Price Publication applies to both of the immediately preceding.

Section 2.31 Spot Price Publication
☒ Gas Daily Midpoint (default)
OR
☐ _____

Section 6 Taxes
☒ Buyer Pays At and After Delivery Point (default)
OR
☐ Seller Pays Before and At Delivery Point

Section 7.2 Payment Date
☒ 25th Day of Month following Month of delivery (default)
OR
☐ Day of Month following Month of delivery

Section 7.2 Method of Payment
☐ Wire transfer (default)
☐ Automated Clearinghouse Credit (ACH)
☒ Check

Section 7.7 Netting
☒ Netting applies (default)
OR
☐ Netting does not apply

Section 10.2 Additional Events of Default
☒ No Additional Events of Default (default)
☐ Indebtedness Cross Default
☐ Party A: _____
☐ Party B: _____
☐ Transactional Cross Default
Specified Transactions:
_____
_____

Section 10.3.1 Early Termination Damages
☐ Early Termination Damages Apply (default)
OR
☒ Early Termination Damages Do Not Apply

Section 10.3.2 Other Agreement Setoffs
☒ Other Agreement Setoffs Apply (default)
☒ Bilateral (default)
☐ Triangular
OR
☐ Other Agreement Setoffs Do Not Apply

Section 15.5 Choice Of Law
California

Section 10.10 Confidentiality
☒ Confidentiality applies (default)
OR
☐ Confidentiality does not apply

☐ **Special Provisions:**
☐ **Addendum(s):**

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

	PARTY NAME	**Clean Energy Renewable Fuels, LLC**
By:_____	***SIGNATURE***	By:_____
	PRINTED NAME	
	TITLE	

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General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

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2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

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2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

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Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

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7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

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not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Supper Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

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Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

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10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

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SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall

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cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

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Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:	**BUYER:**
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____

Contract Price: $_____/MMBtu or _____

Delivery Period: Begin: _____, ___ End: _____, ___

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):
_____ MMBtus/day
□ EFP

Firm (Variable Quantity):
_____ MMBtus/day Minimum
_____ MMBtus/day Maximum
subject to Section 4.2. at election of
□ Buyer or □ Seller

Interruptible:
Up to _____ MMBtus/day

Delivery Point(s): _____
(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

Seller: _____	Buyer: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: _____, 2024 Transaction Confirmation #: CLD001-TC01

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.

SELLER:	**BUYER:**
Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. XXX00X	City of Laredo Attn: Robert Garza Phone: 956-466-8375

Contract Price:

Contract Price ($/MMBtu)
The **"Contract Price" (per MMBtu)** means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, *Inside FERC Gas Market Report*, first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub".

Delivery Period: The Delivery Period shall begin on the Start Date (as defined below) and end on the five (5) year anniversary of the Start Date.

The "Start Date" shall be (a) within forty-five (45) days following the day this Transaction Confirmation is executed by Seller and Buyer, and (b) reasonably determined by Seller and stated in a written notice (email to suffice) provided by Seller to Buyer at least five (5) days in advance.

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):	**Firm (Variable Quantity):**	**Interruptible:**
_____ MMBtus/day	0 MMBtus/day Minimum	Up to _____ MMBtus/day.
☐ EFP	160 MMBtus/day Maximum ("**Max Daily Quantity**")	

Performance Obligation: During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller's purchases of Conventional Gas (as defined below) from Buyer under Transaction Confirmation # CDL001-TC02 (between the parties and dated _____) during such month.

The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will

fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Point(s) during the Delivery Period.

Buyer and Seller acknowledge and agree that Seller will use commercially reasonable efforts to deliver Biogas to the Delivery Point(s) during the Delivery Period, but there is no minimum amount of Biogas that Seller is required to deliver, and Seller shall determine, in Seller's sole discretion, the amount of Biogas Seller delivers to the Delivery Point(s). However, regardless of the amount of Biogas that Seller delivers to the Delivery Point(s) during any given month during the Delivery Period, Seller shall pay Buyer a RIN Payment (as defined below) for that month in accordance with Exhibit B, provided that such month is not a Missed Month (as defined below in Section 2(a)).

Delivery Point(s): The Delivery Point(s) shall be the CenterPoint Energy, Inc ("CenterPoint") meter interconnect(s) at the compressed natural gas ("CNG") station(s) listed in Exhibit A ("**Station(s)**"), which is attached hereto and incorporated herein by reference.

Definitions:

"**Advanced Biofuel**" means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

"**Alternative Fuel**" means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010).).

"**Biogas**" or "**RNG**" means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

"**Cellulosic Biofuel**" means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)).

"**Conventional Gas**" means Gas other than Biogas.

"**Disqualified Biogas**" means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard.

"**EPA**" means the United States Environmental Protection Agency.

"**EPA Renewable Fuels Standard**" or "**EPA RFS**" means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

"**Green Attributes**" means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable EPA RINs.

"**Greenhouse Gas**" means carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydroflourocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

"**Governmental Authority**" means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including, without limitation, the EPA or its successor agency.

"**Lifecycle Greenhouse Gas Emissions**" means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

"**Renewable Identification Number**" or "**RIN**" is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012).).

"**RIN Resale Price**" shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller that were generated within the same calendar month.

"**Vehicle Fuel**" means CNG or liquefied natural gas (LNG) derived from Gas and used in transportation vehicles.

Special Conditions:

1. Representations.

(a) Buyer represents that it shall process all Biogas purchased from Seller hereunder into Vehicle Fuel which shall be distributed as Vehicle Fuel through the Station(s).

2. Records and Documentation Related to Biogas and RIN Credits Creation.

(a) Buyer shall provide Seller with a copy of its natural gas invoices related to the Delivery Point(s) for the prior month (when such prior month is during the term of this Transaction Confirmation) between the 10th and 20th day of each month.

Notwithstanding anything to the contrary in this Transaction Confirmation, including without limitation, the terms in the "Performance Obligation and Contract Quantity" Section above, in the event Seller does not receive the invoice within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the RIN Payment) which relates to the month in which Seller did not receive a corresponding natural gas invoice (the "**Missed Month**"); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not generate any RIN credits; and (3) treat such Missed Month as if Seller sold, and Buyer purchased, 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer's default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoice(s) shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated.

(b) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation of RINS under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the

volume of Conventional Gas and Biogas (as applicable) delivered to the Station(s) is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller's written request.

3. Hierarchy and Governing Law.

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

4. RIN Sales.

(a) Seller shall remit payments to Buyer as described in this Transaction Confirmation and **Exhibit B**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

5. Consultant Support.

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements.

6. Regulatory Hinderance.

In the event that: (a) the RFS is materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into vehicle fuel and the coincident generation of RINs illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed. As used herein, "**Biogas Supply Source**" means a third party who sells Biogas to Seller which Seller sells to Buyer hereunder.

7. Environmental Attributes and Alternative Fuel Credit

Buyer is not entitled to any RINS generated from Biogas provided under this Transaction Confirmation, or other environmental attributes that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINS generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is entitled to claim the reductions in

greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

As between the parties, to the extent available, Buyer shall be solely entitled to claim 100% of the federal Alternative Fuel Credit (defined below) revenue as allowed or may be allowed under Sections 6426 and 6427 of the Internal Revenue Code of 1986 ("Alternative Fuel Credit"), as may be amended, for each gasoline gallon equivalent of Conventional Gas or Biogas dispensed from the Station(s). The parties agree that Buyer will be considered the "Alternative Fueler" as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

8. Adjustment for Disqualified Biogas

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

9. Failure to Produce Vehicle Fuel

In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer for the volume of Biogas that was not processed into a Vehicle Fuel. Further, if any Purchased Conventional Gas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer which relates to the volume of Purchased Conventional Gas that was not processed into a Vehicle Fuel. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. Further Assurances

Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

Seller:	**Clean Energy Renewable Fuels, LLC**	Buyer:	**City of Ladero**
By:	_____	By:	_____
Name:	Robert M. Vreeland	Name:	
Title:	Chief Financial Officer	Title:	
Date:	_____	Date:	_____

EXHIBIT A

CNG Station Location(s)			
Street Address	**City and State**	**Local Distribution Channel**	**Meter Number**
401 Scott Street	Laredo, TX 78040	Centerpoint	[INSERT METER NUMBER]

EXHIBIT B

Payment Schedule

Calendar Year	RNG MMBtu	Number of RINs generated per RNG MMBtu ("RIN Generation Rate")	Buyer Percentage of RIN Credit Generation Rate
2024	1	11.727	5%
2025	1	11.727	5%
2026	1	11.727	5%
2027	1	11.727	5%
2028	1	11.727	5%
2029	1	11.727	5%
2030	1	11.727	5%

Terms and Conditions:

(1) Within thirty (30) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the "**RIN Payment**" which is described below:

[[applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above] x
(11.727 x [(cumulative Gas MMBtus dispensed from the Station(s) (as determined in accordance with Seller's RFS compliance protocol) during the applicable calendar month where such month is within the Delivery Period)] x [RIN Resale Price])]

Clean Energy

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000 | Fax 949.724.1397
www.cleanenergyfuels.com

May 3, 2024

Mr. Robert Garza
City of Laredo Transit "El Metro"
1301 Farragut Street
Laredo, Texas 78040

Re.: RNG Supply Offer – May 2024 – El Metro, Laredo, TX

Dear Mr. Garza:

Clean Energy is appreciative of our strong partnership with El Metro. We want to support your quest towards lower operational emissions. CNG buses already realize a 90% reduction in NOx compared to their diesel counterparts. 90% is good, but the climate dictates more must be done. For this reason, Clean Energy has invested heavily in renewable natural gas "RNG." RNG is derived from the naturally occurring breakdown of organic material. The methane that is produced as a result is captured, cleaned, and inserted into the natural gas pipeline infrastructure. RNG reduces carbon both at the production source where it is made and, on the road, making it the only fuel that can be carbon negative.

RNG is an excellent complement to El Metro's strong CNG program. RNG offers lower lifecycle emissions for your fleet operations while providing an additional revenue source, all while requiring no infrastructure or operational changes to your business. We can offer the following for RNG supply:

- We will pay **5% D3 RIN** credit on total natural gas vehicle volume, but RNG delivery will remain flexible.
- 5% of the average D3 RIN credit (over the past two years) translates to approximately **$4,500/month** based on annual fuel volume of 250,000 GGE.
- The RIN share is distributed via ACH payment or check to El Metro on a quarterly basis.
- Clean Energy is responsible for all compliance and reporting associated with the sale and sharing of RIN credits.

Our preferred term is 3 to 5 years, that could run parallel to our existing O&M contract.

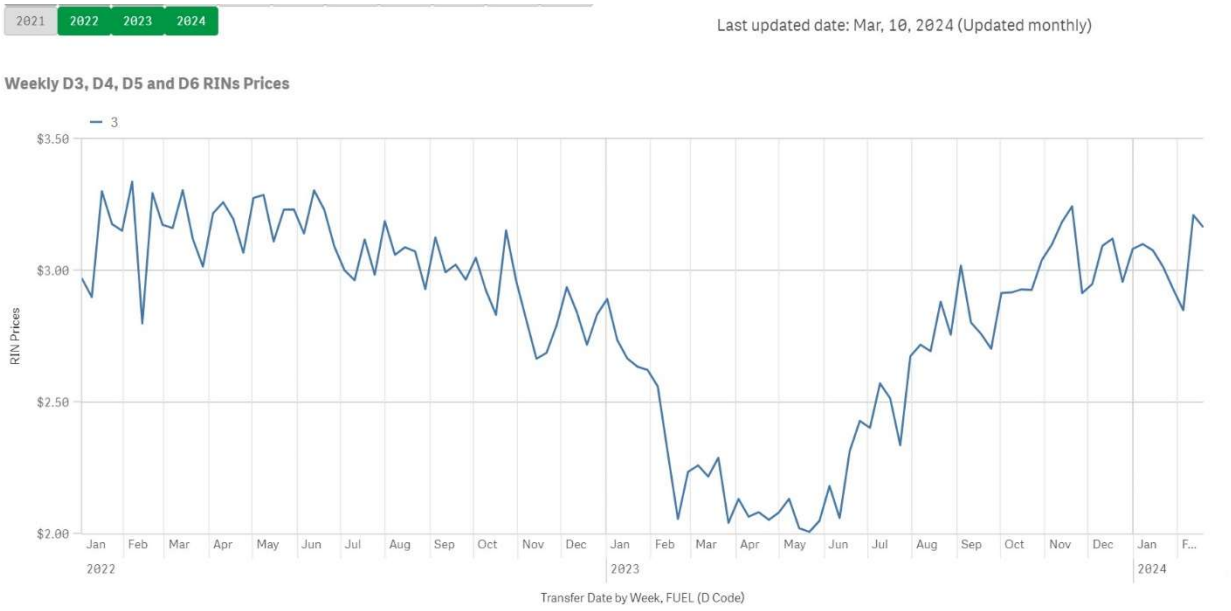
I am available for any future questions or discussion; I can be reached at emelia.torlai@cleanenergyfuels.com or 713.725.8869.

Sincerely,



Eme Torlai
Director, Business Development

Appendix 1: Historical D3 RIN Pricing Chart





City of Laredo – El Metro

What is Renewable CNG

Why Transition to Renewable CNG

RIN Credits & Implementation

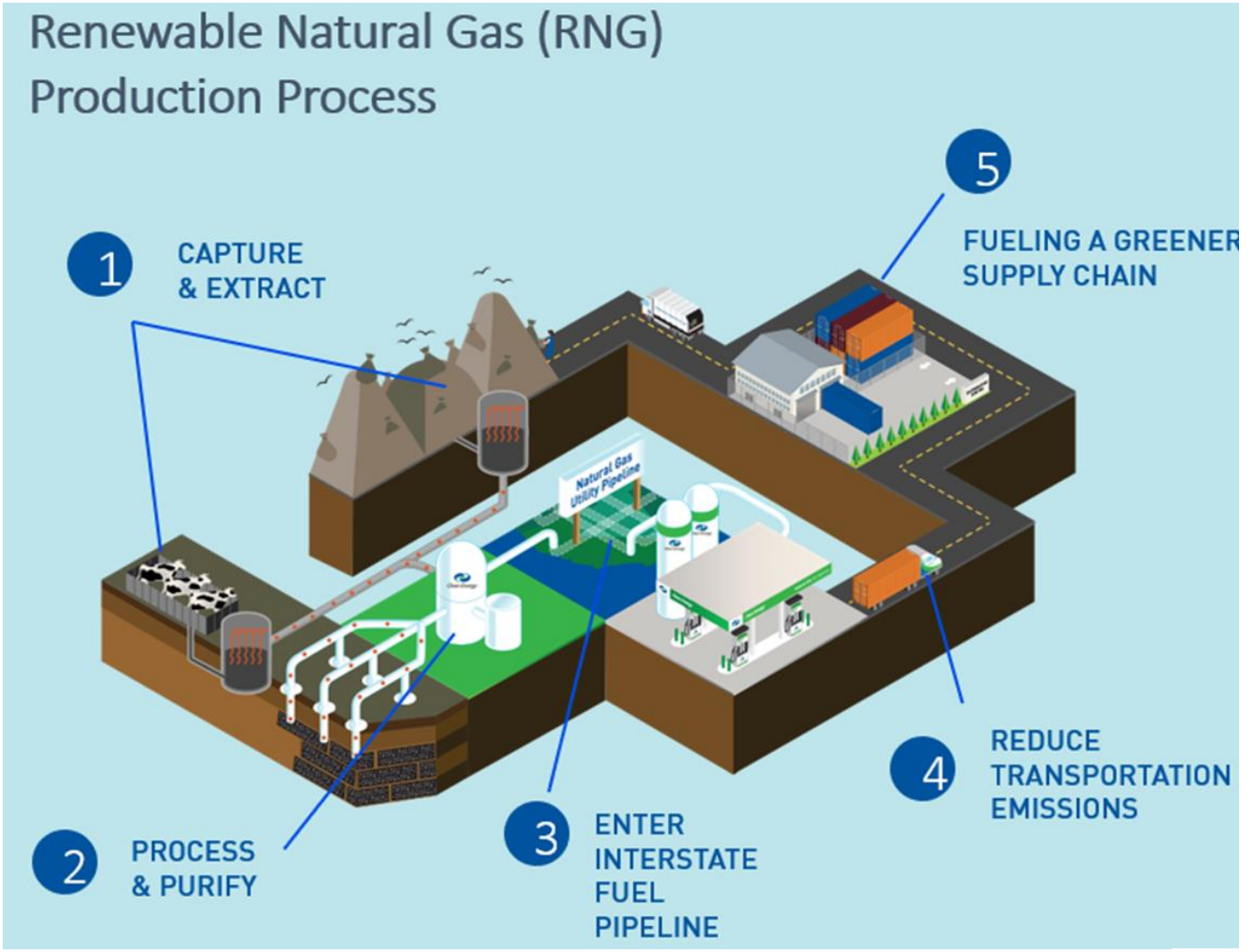
Financial Impact

August 16, 2024 1578

What is Renewable CNG?

- Renewable Natural Gas (RNG) also know as biomethane is a 100% renewable energy source which is produced from organic matter like agricultural crops, forestry waste, and manure. Major sources of biomethane are landfills, dairies, and wastewater treatment plants.

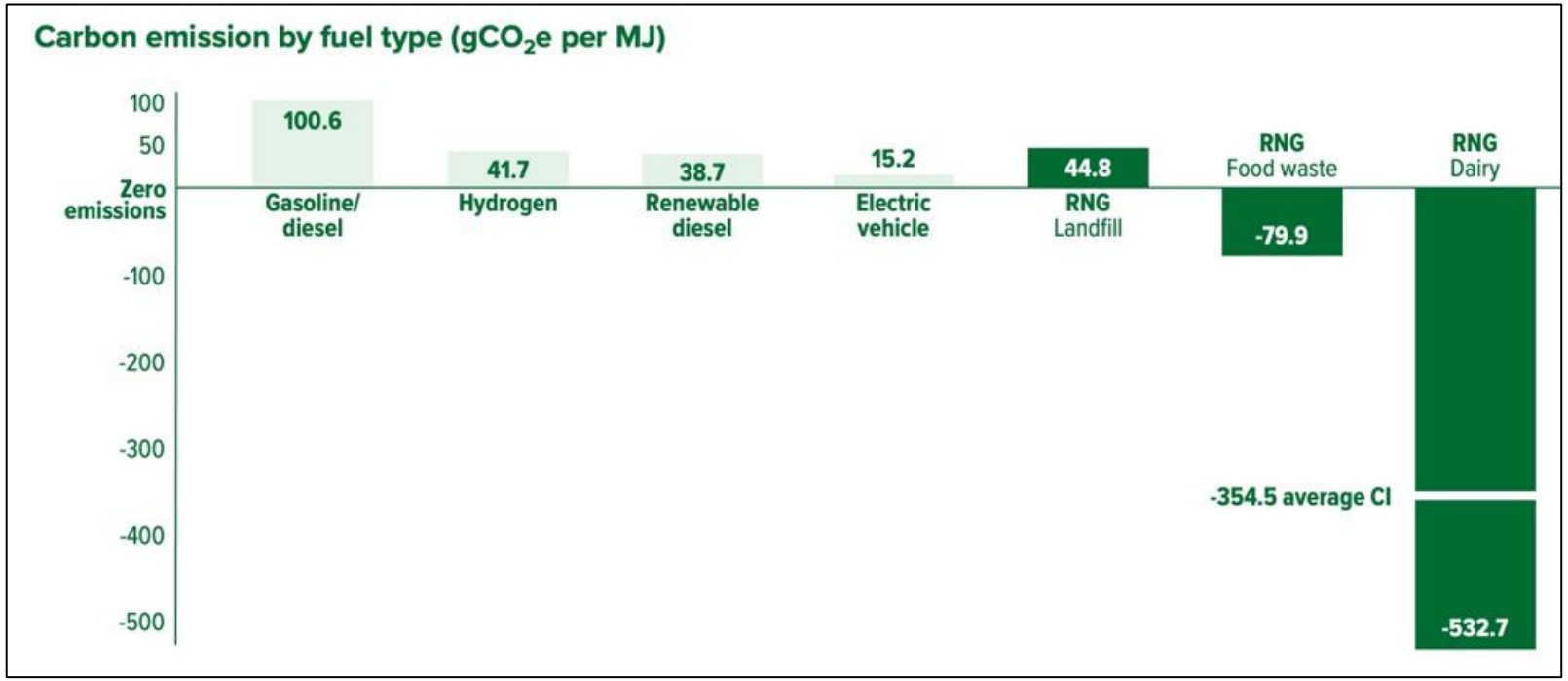
- RNG is being developed throughout the United States and injected into the natural gas grid displacing conventional natural gas.



Why Transition to Renewable CNG?

1. It's cleaner than fossil CNG which has a carbon intensity of 88. R-CNG has a carbon intensity, depending on the source, between 45 and -532. Minimum 50% carbon or GHG reduction.

2. It's sold for the same price as fossil CNG and generates revenue from the Renewable Fuel Standards (RFS). Renewable Fuels generate D3 RIN Credits.



How do these RIN credits work?

- The Renewable Fuel Standard (RFS) is a national program that focuses on reducing dependence on foreign oil, achieving greenhouse gas reductions, and growing the nation's renewable energy industry. It was created in 2005 under the Energy Policy Act.

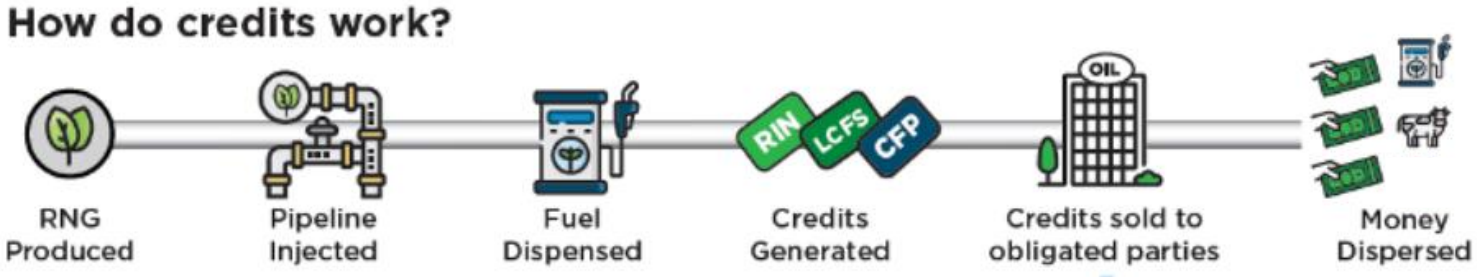
- Each year Congress establishes a Required Volume Obligation (RVO) that establishes the amount of renewable fuels producers must bring to market.

- Obligated parties *(refiners or importers of gasoline or diesel fuel in the U.S.)* must produce or purchase enough renewable fuels to satisfy their individual RVO. If they cannot do so, the obligated parties must purchase Renewable Identification Number (RIN) credits from other renewable fuel producers.

Proposed Volume Targets (billion RINs)[a]

	2023	2024	2025
Cellulosic biofuel	0.72	1.42	2.13
Biomass-based diesel	2.82	2.89	2.95
Advanced biofuel	5.82	6.62	7.43
Renewable fuel	20.82	21.87	22.68
Supplemental standard	0.25	n/a	n/a

[a] One RIN is equivalent to one ethanol-equivalent gallon of renewable fuel.



How do you allocate RNG to Station?

1. Provide a copy of utility statements.

2. Clean Energy works with EPA and illustrates RNG production/allocation matches station consumption on its utility statements.

3. RIN credits are then generated.

4. CE sells those credits to obligated parties and reimburses station owner for allowing us to allocate RNG.

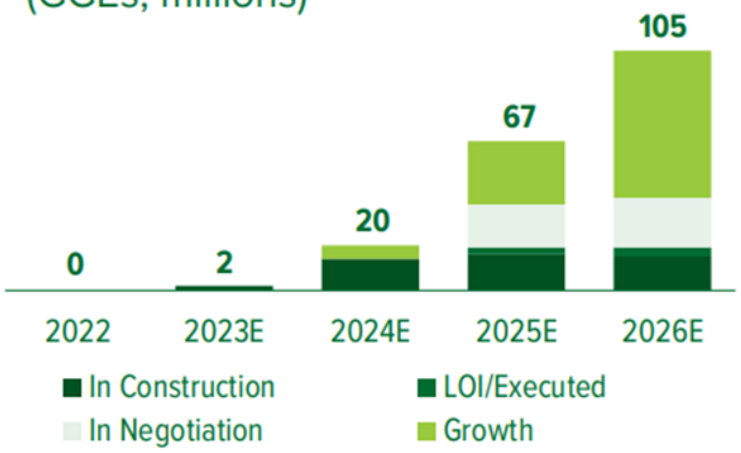
5. Station owner receives statements on a monthly basis and continue paying the same cost for the gas.



Clean Energy RNG Portfolio

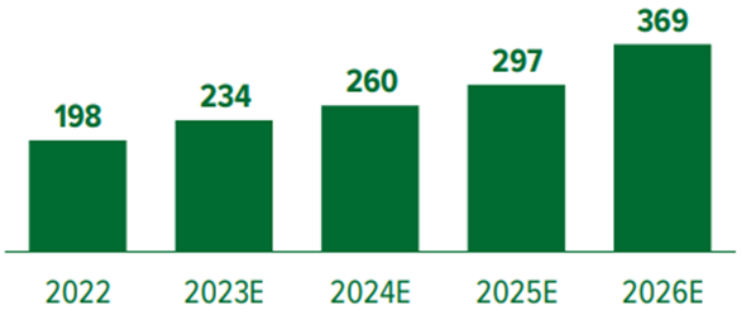
CLNE produced dairy RNG

Volume sales
(GGEs, millions)



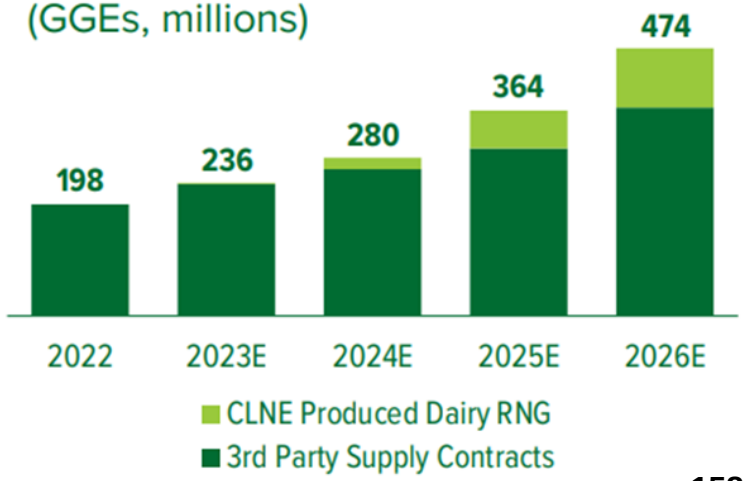
3rd party supply contracts

Volume sales
(GGEs, millions)

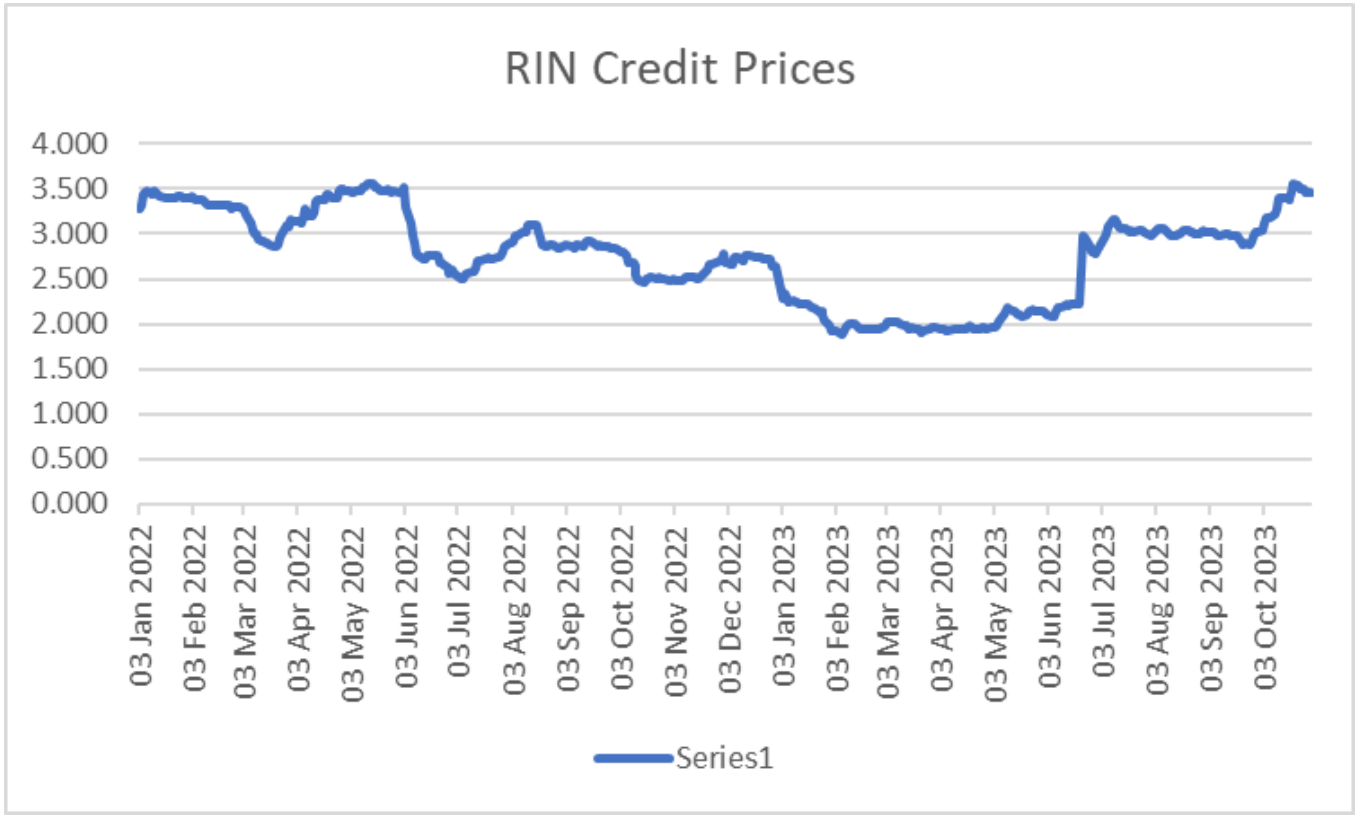


Total RNG supply to CLNE network

Volume sales
(GGEs, millions)



How much value is RNG?





Credit values fluctuate on the open market and currently trading at $3.50.
5% of RIN value would be $0.20 - $0.22 per GGE.

City of Laredo (El Metro) Revenue is $54,000 per Year.

RESOLUTION 2024-RT-31

AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWABLE NATURAL GAS (RNG) SUPPLY OFFER CONTRACT WITH CLEAN ENERGY RENEWABLE FUELS, LLC FOR THE CLEAN FUEL PRODUCTION TAX CREDIT. THE TAX CREDIT IS EQUAL TO THE PRODUCT OF THE APPLICABLE AMOUNT PER GALLON (OR GALLON EQUIVALENT) FOR ANY TRANSPORTATION FUEL THAT IS PRODUCED BY EL METRO AT A QUALIFY FACILITY DURING THE YEAR AND THE EMISSION FACTOR FOR SUCH FUELS DETERMINED UNDER THE CODE.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to execute the Clean Energy Renewable Fuels, LLC contract; and

NOW THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. the City Manager is authorized to execute the above-mentioned contract with Clean Energy Renewable Fuels, LLC; and

Section 2. the City Manager is authorized to execute all necessary documents relating the said contract; and

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2024.

_____

DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

BY_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Laredo Mass Transit Board 69.**

SUBJECT
Authorizing the City Manager to purchase twenty-nine fast-fare fareboxes from Sole Source provider GFI Genfare in the total amount of $620,013.48 this will be an upgrade to the current fareboxes on El Metro Fix Route Buses. The fast-fare boxes are an all in one, customizable farebox that quickly accepts, validates, and processes whichever form of payment the riders choose to use at the time of boarding the bus. Funding is available in two FTA grants; TX-2023-088 and TX-2024-001.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Fast Fare is easy to use and requires minimal driver interaction. The full color passenger display and audible signals simplify fare payment.

The Fast Fare is configured to accept multiple forms of payment chosen by the transit agency, and can be reconfigured in the future as needs and technology change.

The Fast Fare is accessible for people with disabilities, including riders with limited manual dexterity or vision impairment. Audible feedback and multilingual instructions assist riders with boarding.

The Fast Fare is designed to allow routine maintenance and restocking of media while in service without the need for tools. Security systems protect data and cash and prevent loss and dual power systems reduce downtime.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2024
Budgeted Y/N?:	Y
Source of Funds:	Transit Capital Grants
Account #:	518-5171 & 518-5172
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in two FTA grants; TX-2023-088 account number 518-5171-585-9001 and TX-2024-001 account number 518-5172-585-9001.

GENFARE

Genfare, LLC
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855

Sales Quotation

Information

Sales Quote No.	5048958
Document Date	08/15/2024
Customer No.	4417
Currency	USD
Contact Name	
Phone	512 791-7326
FAX	
EMAIL	jgranados@ci.laredo.tx.us
Validity Start Date	08/15/2024
Validity End Date	09/27/2024
Req Ship Date	01/08/2025

Sold-To-Party
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Ship-To-Party
El Metro
Transit Mgmt of Laredo
401 Scott Street
Laredo TX 78040

End User
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Budgetary quotation for system upgrade. Varying configurations are possible.

Item	Material	Quantity	Price	Amount
10	FASTFARE	1 EA	18,362.67 USD	18,362.67
	FAST FARE FAREBOX			
	With the following configuration			
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT		
	SWIPE CARD READER	YES		
	SMART CARD READER	NONE		
	ETHERNET CABLE	NONE		
	FAREBOX HEIGHT	41 INCHES		
	EXTERNAL CABLE	NONE		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	NO		
	BARCODE READER	YES		
	CASHBOX HEIGHT	TALL		
20	FASTFARE TRAINER	1 EA	560.00 USD	560.00
	TRAINER, FAST FARE FAREBOX ADD-ON			

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/15/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

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Elk Grove Village, IL 60007
Ph: (847) 593-8855

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End User
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Item	Material	Quantity	Price	Amount
	With the following configuration			
	OCU MOUNTING SHAFT LENGTH CHAR — 6 INCH RAM (STD)			
	OCU CABLE LENGTH — 3FT			
	SWIPE CARD READER — YES			
	SMART CARD READER — NONE			
	ETHERNET CABLE — NONE			
	FAREBOX HEIGHT — 41 INCHES			
	EXTERNAL CABLE — NONE			
	TRIM (OR) PRINTER — MAGNETIC			
	WIFI — NO			
	BARCODE READER — NO			
	CASHBOX HEIGHT — TALL			
40	FREIGHT Freight	1 EA	210.00 USD	210.00
	Gross Value:			19,132.67
	Total Tax:			

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/15/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

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Req Ship Date	01/08/2025

End User
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Final Amount: 19,132.67

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/15/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

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GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. . Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products willbe shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller'sacts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.

b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.

c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.

d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.

e) Equipment Warranty Period shall apply as follows:

i. Equipment:

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.

g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.

h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.

i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.

j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.

k) Software means all original and software updates purchases of Genfare supplied software.

l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.

m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.

n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.

o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.

p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.

b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.

c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;

i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;

ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.

iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.

d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full listof consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;

b) improper installation, operation or maintenance by Customer or a third party;

c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;

d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);

e) inaccurate or incomplete information or data supplied or approved by Customer;

f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;

g) cosmetic damage (including graffiti);

h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or

i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);

j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update

k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

GENFARE

Genfare, LLC
800 Arthur Ave
Elk Grove Village, IL 60007
Ph: (847) 593-8855

Sales Quotation

Information

Sales Quote No.	5048891
Document Date	08/08/2024
Customer No.	4417
Currency	USD
Contact Name	
Phone	512 791-7326
FAX	
EMAIL	jgranados@ci.laredo.tx.us
Validity Start Date	08/08/2024
Validity End Date	09/27/2024
Req Ship Date	01/08/2025

Sold-To-Party
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Ship-To-Party
El Metro
Transit Mgmt of Laredo
401 Scott Street
Laredo TX 78040

End User
El Metro/City of Laredo
401 Scott Street
Laredo TX 78041

Budgetary quotation for system upgrade. Varying configurations are possible.

Item	Material	Quantity	Price	Amount
10	FASTFARE	28 EA	18,362.67 USD	514,154.76
	FAST FARE FAREBOX			
	With the following configuration			
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT		
	SWIPE CARD READER	YES		
	SMART CARD READER	NONE		
	ETHERNET CABLE	NONE		
	FAREBOX HEIGHT	41 INCHES		
	EXTERNAL CABLE	NONE		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	NO		
	BARCODE READER	YES		
	CASHBOX HEIGHT	TALL		
30	A28762-0002	1 EA	3,228.17 USD	3,228.17
	KIT, CBID V2 & E-TIMER-RECEIVR MECHANISM			

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/08/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

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401 Scott Street
Laredo TX 78041

Item	Material	Quantity	Price	Amount
40	FREIGHT	1 EA	3,500.00 USD	3,500.00
	Freight			
50	C31509-0001	1 EA	2,406.38 USD	2,406.38
	S/A, UNIVERSAL DATA PROBE, COMPLETE			
60	TS-0001	4 EA	180.00 USD	720.00
	TECH.SUPPORT (1hr)			
70	D28118-0002	1 EA	5,071.50 USD	5,071.50
	S/A CONTROLLER, ID (V2) HW			
80	INSTALL	28 EA	600.00 USD	16,800.00
	Installation			
90	TR-FF MNT GEN	1 EA	0.00	
	TRAINING, FASTFARE W/TRIM MAINT GENFARE			
	Maintenance Procedures. **Remove and replace all internal modules.** **Pedestal door and cashbox.** **Proper cleaning and replacement parts for all modules (Four days).**			
100	KEYS	5 EA	0.00	

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/08/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

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Item	Material	Quantity	Price	Amount
	KEYS			
110	SPARES	1 EA	55,000.00 USD	55,000.00
	SPARES (Maintenance Spares) Estimate			

	Gross Value:			600,880.81
	Total Tax:			
	Final Amount:			600,880.81

Customer Signature: _____ **Date:** _____

Signature: Lawrence Chefalo _____ **Date:** 08/08/2024

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

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GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. . Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products willbe shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller'sacts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.

b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.

c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.

d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.

e) Equipment Warranty Period shall apply as follows:

i. Equipment:

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.

g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.

h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.

i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.

j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.

k) Software means all original and software updates purchases of Genfare supplied software.

l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.

m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.

n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.

o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.

p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.

b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.

c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;

i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;

ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.

iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.

d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full listof consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;

b) improper installation, operation or maintenance by Customer or a third party;

c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;

d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);

e) inaccurate or incomplete information or data supplied or approved by Customer;

f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;

g) cosmetic damage (including graffiti);

h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or

i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);

j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update

k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

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City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

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1. My name is (Print Name) Eric Kaled
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Genfare, LLC
   Address: 800 Arthur Avenue
   City, State, Zip Code: Elk Grove Village, IL 60007
   Telephone Number: ( ) 847-871-1126
   Fax Number: ( )
   E-mail Address: genfare.sales@spx.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   Fare collection equipment and the software that is associated with those products; fareboxes, vaults,
   Ticket vending machines and Mobile Link

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   X A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   _____ It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

DocuSigned by:
Eric Kaled
53E7BE4A0B44D3...
Signature of Authorized Official

Eric, Kaled, President
Title of Authorized Official

4/26/2024
Date

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City of Laredo Sole Source Affidavit

NOTARY USE ONLY	Purchasing Department Use ONLY
Subscribed and Sworn to before me this 26th day of April 2024, _____. State of Illinois, County of Cook. DocuSigned by: Eric Kaled F8E7AE940D644D3... Signature of Applicant Signature of Notary Public	Approved _____ Not Approved Return to Using Department _____ Purchasing Agent Signature Date

OFFICIAL SEAL
TERESE GILLUM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/22/24

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Laredo Mass Transit Board 70.**

RESOLUTION NO. 2024-R-

A RESOLUTION OF THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE WAIVER OF PARKING FEES AT THE EL METRO TRANSIT PARKING GARAGE FOR ACTIVITIES RELATED TO NATIONAL NIGHT OUT.

WHEREAS, the City of Laredo has a long standing tradition of participating in National Night Out, fostering relationships between residents, law enforcement, and local government; and

WHEREAS, the activities and events associated with National Night Out encourage public engagement and participation, which is crucial for the continued safety and unity of our community; and

WHEREAS, the El Metro Transit Parking Garage serves as a central and convenient location for residents and visitors attending National Night Out events within downtown Laredo; and

WHEREAS, waiving parking fees at the El Metro Transit Parking Garage during National Night Out activities would ease the burden on participants and encourage greater attendance, furthering the goals of the event; and

WHEREAS, the Laredo Mass Transit Board recognizes the importance of supporting community initiatives that enhance public safety, promote civic engagement, and strengthen community ties;

NOW, THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD:

1. **The Laredo Mass Transit Board authorizes the waiver of parking fees** at the El Metro Transit Parking Garage for the duration of all activities related to National Night Out during the 24-25 Fiscal Year.
2. **The City Manger or their designee is directed t**o take any necessary actions to implement this waiver and ensure that proper notice is provided to the public.
3. **This resolution shall take effect immediately** upon its adoption.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

_____

DR. VICTOR TREVINO
MAYOR

_____

MARIO M. MALDONADO JR.

CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH T. NGUYEN

CITY ATTORNEY

City of Laredo

1110 HOUSTON STREET
LAREDO, TEXAS 78040

City Council

Meeting Date: 9/3/2024 **Council Item**

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