

FY23-006 Addendum 1

Automotive/Transit Parts and Supplies – Laredo Transit Management Inc

Issue Date: 10/7/2022

Questions Deadline: 10/14/2022 11:00 AM (CT)

Response Deadline: 11/10/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Juan Morales

Address: El Metro

401 Scott Street

Laredo, TX 78040

(956) 795-2250 x115 Phone: Email: jmorales3@ci.laredo.tx.us

Page 1 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

Event Information

Number: FY23-006 Addendum 1

Title: Automotive/Transit Parts and Supplies – Laredo Transit Management Inc

Type: Request For Bid

Issue Date: 10/7/2022

Question Deadline: 10/14/2022 11:00 AM (CT) Response Deadline: 11/10/2022 05:00 PM (CT)

Notes: 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, 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.

Ship To Information

Contact: Jose A. Valdez, Jr. Address: City Secretary

City Hall 3rd floor

1110 Houston St

3rd floor

Laredo, TX 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

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf

Form 1295

LTMI Purchasing Policy_Revised May 4 2022.pdf

Laredo Transit Management Inc Purchasing and Procurement policies with FTA clauses

FY23-006 Attachment A.xlsx

Attachment A- Price Schedule

FY23-006 Addendum 1.pdf

Notice to Bidders Addendum 1

Download

Download

Download

Download

Download

Download

Requested Attachments

Non-collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your bid to be considered complete.

Page 2 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

Certificate of Intested Parties- Form 1295

To be submitted upon award of bid. You have 10 business days to submit this form. Failure to submit Form 1295 within 10 business days can result in cancellation of this contract.

Conflict of Interest Questionnaire

(Attachment required)

Form must be signed and submitted as part of your bid.

Attachment A-Price Schedule

(Attachment required)

Excel Spreadsheet must be submitted with the pricing information as requested.

Bid Attributes

1	Addendum 1 Bid Closing will be extended by El Metro to November 10, 2022 at 5:00p.m. (CST) and bid will be opening on November 11, 2021 @ 9:00a.m. (CST) I acknowledge addendum 1 (Required: Check if applicable)	
2	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 (Required: Check if applicable)	
3	Laredo Transit Management Inc, (LTMI) Purchasing Policies and Procedures with FTA Clauses I acknowledge that I have read and understand the LTMI Purchasing Policies and Procedures with FTA Clauses, and I agree to comply with any policy and/or procedure and submit any necessary documentation as required. I acknowledge LTMI Policies and Procedures (Required: Check if applicable)	

4 | 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

Page 3 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

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

Page 4 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

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

Page 5 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

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
(Required: Check if applicable)

Page 6 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

5 Insurance Terms and Conditions

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

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
- 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
- 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
- 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (I) 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

coverages, required to perform work, throughout the duration of this project/contract.
☐ I agree my insurance meets minumum requirements
(Required: Check if applicable)

6 Disgualification & 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)

Page 8 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

7 | 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

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)

Page 9 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

8	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)				
9	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 ".				
1	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid				
O					
	(Required: Maximum 1000 characters allowed)				
1	State how long under has the business been in its present business name				
1					
	(Required: Maximum 1000 characters allowed)				
1	If applicable, list all other names under which the Business identified above operated in the last five years				
	(Required: Maximum 4000 characters allowed)				
1	State if the Company is a certified minority business enterprise				
J	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.				

Page 10 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

14	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, suspended, 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? (Required: Maximum 4000 characters allowed)
15	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? [Required: Maximum 4000 characters allowed]
16	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)

Page 11 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

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.

1 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

	Local Government Code. An offense under this section is a Class C misdemeanor.				
1 9	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)				
20	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.				
2	This is a ☐ New Submission ☐ Correction ☐ Update to previous submission (Required: Check only one)				
2 2	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) (Required: Maximum 1000 characters allowed)				

Page 12 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

23	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department (Required: Maximum 4000 characters allowed)
2 4	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) (Required: Maximum 4000 characters allowed)
2 5	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)
26	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. (Optional: Maximum 4000 characters allowed)
2 7	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)

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 subcontrain this section.					
	(Optional: Maximum 4000 characters allowed)				
9	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)				
3	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)				
3	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)				
3 2	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)				

Page 14 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

3	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.				
3 4	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)				
3 5	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)				
3 6	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)				
3 7	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 nocontact 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)				
3 8	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)				

Page 15 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

3 9	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date
	(Required: Maximum 4000 characters allowed)
4 0	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)

Bid Lines

1 | AUTOMOTIVE/TRANSIT PARTS AND SUPPLIES SPECIAL BID INSTRUCTIONS AND PRICING TERMS

Purpose of this bid is to establish base contracts for inventory and non-inventory parts. Bid may consist of but not limited to listed parts on the Price Quote Listing on Attachment "A".

1.0 BID INSTRUCTIONS

1.1 Bidders shall quote their best price on a per-item basis. 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.

The vehicle types have been identified and are listed below:

- 1) Make: Gillig (GLG) Model: G27D102N4 Year(s): 2009, 2011, 2015, 2017, 2019, 2020 & 2021
- 2) Make: Champion Model: CHP20679 Year: 2011
- 3) Gillig 2021 Hybrid-Diesel Bus
- 4) Make: Gillig Trolley Model: 627E102N2 Year: 2009
- 5) Make: Ford Model: E-450 Year(s): 2017, 2018 & 2019
- 6) Champion Ford E450 2020 & 2021
- 7) Champion Bus Ford F550
- 8) Make: MV-1 Model: MV-1 Year: 2014
- 9) Make: Chevrolet Model: Express Year: 2009
- 10) Make: Chevrolet, GMC, Ford Model: Misc. Year(s): 1994-2009.
- 11) Ford 2019 Model F550 Super Duty
- 12) Ford 2021 F150 Pick-up
- 13) Ford Explorer 2016
- **2.0 TERM OF CONTRACT** This is a two year, twenty-four [24] month contract supply agreement with an option to renew one [1] year. 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.

3.0 PREPARATION OF BIDS

3.1 The Price Quote Listing "Attachment A" included in these bid documents is to be used in submitting your bid.

NO OTHER FORM WILL BE ACCEPTED. BIDDERS MUST INCLUDE THEIR FIRM'S NAME ON EACH SHEET AT THE TOP.

- 3.2 Alternate bids will not be considered.
- 3.3 The proposed manufacturer and corresponding part number must be shown on the Price Quote Listing (Attachment B).
- 3.4 The LTMI is exempt from all Federal and State taxes.
- 3.5 Bids shall be on the basis of F.O.B. destination.

4.0 DESCRIPTION

4.1 All furnished parts must meet Original Equipment Manufacturer (OEM) Specifications. Any manufacturers' names, trade names, brand names, or catalog numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level or quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material. Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

SPECIAL TERMS AND CONDITIONS

5.0 DESCRIPTION/SCOPE

The LTMI's need to provide for the use of new and rebuilt heavy-duty bus and vehicle parts capable of meeting the rigorous elements of complex transit travel. Specifications are based on OEM Specifications (catalog numbers) to establish acceptable standards of quality, performance features, and construction. Contingent upon approvals by the LTMI, products produced by other manufacturers not noted through listed part numbers may be considered as equal. However, Bidders must submit product documentation, including possibly submitting samples, with their approved equals request to be evaluated and approved by the LTMI. This information must be submitted with the Price Quote Listing "Attachment A".

5.1 All questions for this bid can be submitted electronically through Cit-E-Bid under Question & Responses Tab.

6.0 ESTIMATED QUANTITIES

The estimated quantities noted in the Price Quote Listing on "Attachment A" are approximate. These are to be used only for the comparison of bids and the award of this contract. The Bidder agrees and understands that the actual quantities are the sole responsibility of the LTMI based on past and projected usage. Should the actual quantities be greater or lesser than the estimates contained herein, the Bidder agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Furthermore, the Contractor agrees to honor quoted unit prices during the duration of this contract.

7.0 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and /or services described in this Bid for a reasonable period of time; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment" and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry as determined by the LTMI. In making the award, the LTMI may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the LTMI and other similar customers. A record of nonperformance may disqualify a Bidder from award.

8.0 ORDERS

Generally, orders will be placed weekly with a purchase order. However, some orders will be placed daily depending on the Maintenance Department's requirements.

Page 17 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

9.0 DELIVERY

9.1 The Contractor will have seven [7] working days to deliver all orders placed by the LTMI from receipt of Purchase order release. Delivery shall be made between the hours of 6:30 a.m. – 8:00 p.m. Monday through Saturday at 401 Scott, St. Laredo, Texas 78040. Prices must be quoted F.O.B. Destination, Laredo, Texas. 9.2 In the event that the Contractor fails to supply the product in the amounts requested, the LTMI shall have the right to purchase from any substitute source the amount of the product due from the Contractor. A secondary vendor will be awarded in the event the primary vendor fails to supply the requested products within the terms of time, quality and warranty.

10.0 PACKAGING The Contractor shall comply with industry standards for packaging and delivery of all orders. A detailed delivery receipt with the parts' manifest and purchase order number must be furnished and signed as received by authorized LTMI personnel.

11.0 STOCKING REQUIREMENTS

- 11.1 Contractor must demonstrate to the LTMI's satisfaction that it has adequate storage capacity on its premises for the material required to perform this contract.
- 11.2 The successful Contractor will be required to supply all items by the manufacturer upon which its bid is based. No substitution of manufacturer will be allowed during the term of this supply agreement.
- 11.3 Due to limited warehouse space and inventory investment, the LTMI will rely exclusively on the Contractor's stocking increments and specified delivery response time. The Contractor must maintain at least 25% inventory of all items awarded. Emergency delivery service may be required in some instances. The successful Contractor must be able to respond and meet this need. The successful Contractor will be compensated the actual cost for premium transportation charges when specifically authorized by the LTMI.
- 11.4 The LTMI reserves the right not only to inspect but also to test the successful contractor's particular part(s) to determine whether they meet OEM Specifications. If the part(s) are rejected, the LTMI will return them with an explanation at the Contractor's expense. A new contract will be issued to the next lowest and responsible Bidder for any such part(s).

12.0 WARRANTY

All parts shall be fully warranted and meet the standard manufacturer's warranty.

13.0 DISCREPANCIES

Discrepancies related to wrong parts, quantities, or delivery will not be accepted by the LTMI. All costs related to problems shall be the Contractor's responsibility.

14.0 CANCELLATION OF AGREEMENT

If the materials furnished do not conform to the specifications set forth herein, or if the deliveries and servicing pursuant to this supply agreement do not conform to the requirements detailed herein, the LTMI may cancel this contract upon fifteen (15)-calendar days notice.

15.0 INVOICING AND PAYMENTS

Contractor's invoice shall include the Contractor's quoted unit prices as well as the purchase order number. Payment shall be made within thirty [30] calendar days of receipt of accepted invoice. All invoices shall be mailed to City of Laredo, Accounts Payable, P.O. Box 210, Laredo, Texas 78042.

16.0 PAYMENT REVIEW

The LTMI reserves the right to review all of the Contractor's invoices after payment and recover any overcharge resulting from such review.

Page 18 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

17.0 REQUESTS FOR EXCEPTION/APPROVED EQUALS

In all cases, materials must be furnished as specified, unless the term "Approved Equal" is used. A Bidder may submit to the LTMI requests for exceptions, approved equals clarifications on any terms and conditions that have been inserted by the LTMI or any addenda to these specifications. Any such request must be submitted in writing on the official "Exceptions/Approved Equals Request" form (included in this Invitation For Bids) with the Price Quote Listing on "Attachment B". Any request or protest must be fully supported with technical data, test results, or other pertinent information either as evidence that the substitute offered is equal to or better than that required by these specifications or as evidence that the substitute offered is equal to or better than that required by these specifications or as evidence that the protest should be upheld. The request shall describe all information which shall be affected if the request is approved.

18.0 AWARD OF CONTRACT

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation For Bids" which is attached and make part of these specifications. This contract will be awarded to various vendors by item, to lowest responsive responsible bidder and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Bid price should include any delivery charges to deliver to: El Metro, 401 Scott St, Laredo, Texas 78040. 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 and services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

19.0 PRICE ADJUSTMENT

The LTMI will allow unit price adjustments upwardly and 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 LTMI no less than 30 days before revised prices go into effect. LTMI will not take action to intentionally delay legitimate manufacturer unit price increases. LTMI reserves the right to cancel the contract if the prices increase is deemed excessive; a new contract will be selected on the basis of competitive bids. Documentation can be emailed to jgranados@ci.laredo.tx.us

20.0 Required Submittals: 1. Bidder Information Sheet -This section is part of the Attributes Tab 2. Conflict of Interest Disclosure-This section is part of the Attributes Tab 3. Discretionary Contract- This section is part of the Attributes Tab 4. Affidavit Page- Found in Attachment Tab 5. Certificate of Interested Parties-Form 1295- Found in Attachment Tab 6. Exceptions/Approved Equals Request Form "Attachment A" (If applicable)- Found in Attachment Tab 7. Price Quote Listing "Attachment B" (pages 1-49) 8. Laredo Transit Management Inc., (LTMI) Purchasing and Procurement Policy: Federal Transit Administration Contract Clauses. Table of Contents-Found on Attachment Tab: 1. Fly America 2. Buy America Requirements (include Certification Requirement) 4. Cargo Preference Requirements 6. Energy Conservation Requirements 7. Clean Water Requirements 10. Lobbying (Include Certification Regarding Lobbying) 11. Access to Records and Reports 12. Federal Changes 14. Clean Air 15. Recycled Products 19. No Government Obligation to Third Parties 20. Program Fraud and False or Fraudulent Statements and Related Acts 21. Termination 22. Government-Wide Department and Suspension

	esolution 26. Patent and Rights in all Transit Administration (FTA)	
Supplier Notes:		Additional notes (Attach separate sheet)
ge 10 of 21 pages	Deadline: 11/10/2022 05:00 PM (CT)	FV23-006 Addendum 1

Page 19 of 21 pages

	Item Attributes				
	1. LTMI Purchasing and Procurement Policy with FTA Clauses				
	You acknowledge that you have read and understand all terms and conditions for LTMI Purchasing and Procurement Policy with FTA Clauses located on Attachment Tab under Attachment "C".				
	☐ I have read & acknowledge LMTI terms & conditions (Required: Check if applicable)				
2	Once you have completed Attachment "A" Price Quote Listing, please input the grand total in this section. All prices should include freight FOB Destination to Laredo, TX, delivery to El Metro Department, and any other cos associated with supplying such item(s). (Response required)				
	Quantity:1 UOM: _EA Price: _\$ Total: _\$				
	Supplier Notes: No bid Additional notes (Attach separate sheet)				

Page 20 of 21 pages Deadline: 11/10/2022 05:00 PM (CT) FY23-006 Addendum 1

Supplier Intor	mation			
Company Name:				
Contact Name:				
Address:				
_				
_				
_				
Phone:				
Fax:				
Email:				
Supplier Note	S			
	esponse, you certify that you		and bind your company.	
Print Name		Signature		