



City of Laredo  
**Purchasing Division**  
**RENEWAL NOTICE**

November 3, 2025

Mr. Luis Hernandez  
ACT Pipe & Supply  
5417 E. Saundera Street  
Laredo, Texas 78041

Re: Smart Fire Hydrants & Kits - Utilities Departments  
FY24-007  
Extension 11

Dear Mr. Hernandez,

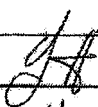
This is to inform you that the contract FY24-007 which was approved by City Council on November 6, 2023 is up for renewal. This is the second of (3) three one (1) year extension periods. Please advise if you wish to renew this contract.

As a reminder, 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,

  
Jaime E. Zapata  
Purchasing Agent

Xt.: Purchasing Division

ACT Pipe & Supply	
<input checked="checked" type="radio"/> Accept	<input type="radio"/> Reject
Authorized Signature: 	
Print Name: <u>Luis Hernandez</u>	
Date: // - <u>S: 25</u>	



City of Laredo  
**Purchasing Division**  
Letter of Award

December 2, 2024

Mr. Luis Hernandez  
ACT Pipe & Supply  
5417 E. Saunders Street  
Laredo, Texas 78041

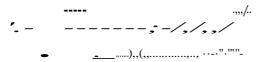
Re: Smart Fire Hydrants & Kits - Utilities Departments  
FY24-007  
Extension I

Dear Mr. Hernandez,

This is to inform you that the contract renewal FY24-007 was approved by City Council on November 18, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods.

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,



Jarrnefo Zapata  
Purchasing Agent

Xe. Purchasing Division

# City of Laredo

## Legislation Details (VWith Text)

File#:	24-2031	Version:	1	
Type:	Consent Agenda	Status:	Agenda Ready	
File created:	10/18/2024	In control:	City Council	
On agenda:	11/18/2024	Final action:		
Title:	Consideration to renew annual supply contract FY24-007 with ACT Pipe & Supply, Laredo, Texas, in an amount up to \$500,000.00 for the purchase of smart fire hydrants and repair kits for the City of Laredo's Utilities Department. There was no price increase during the last extension period. This contract will be for a one-year period and is contingent upon the availability of appropriated funds. This is the first of three extension periods. Funding is available in the Waterworks Fund.			
Sponsors:				
Code sections:				
Attachments:	1. FY24-007 Bid Tab.pdf, 2. FY24-007 Contract.pdf			
Date	Ver.	Action By	Action	Result

### SUBJECT

Consideration to renew annual supply contract FY24-007 with ACT Pipe & Supply, Laredo, Texas, in an amount up to \$500,000.00 for the purchase of smart fire hydrants and repair kits for the City of Laredo's Utilities Department. There was no price increase during the last extension period. This contract will be for a one-year period and is contingent upon the availability of appropriated funds. This is the first of three extension periods. Funding is available in the Waterworks Fund.

### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 11/6/23.

### BACKGROUND

This contract establishes pricing for the purchase of smart fire hydrants and repair kits for the Utilities Department. There was no price increase during the last 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

### Summary

Vendor	Estimated Annual Total
ACT Pipe & Supply	\$500,000.00

### Fire Hydrants & Temperature Monitoring

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

it is recommended that this contract be renewed.

**Fiscal Impact**

Fiscal Year:	FY 2025
Budgeted Y/N?:	y
Source of Funds:	Waterworks Fund
Account#:	557-0000-141-0000
Change Order: Exceeds 25% Y/N:	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.

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Mr. Luis Ilemnde,  
ACT Pipe & Supply  
5417 E. Saunders Street  
Laredo, Texas 78041

Dem Mr. Ilcmm1dez.

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.

Ernest E. Zapata  
Purchasing Agent

Xe. Purchasing Division

1\CT Pipe & Supply

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Reject

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ite: 10-18-24



**City of Laredo**  
**Purchasing Division**  
**Letter of Award**

November 7, 2023

Mr. Luis Hernandez  
ACT Pipe & Supply  
5417 E. Saunders Street  
Laredo, Texas 78041

Re: Smart Fire Hydrants & Kits - Utilities Departments  
FY24-007  
Approved by City Council November 6, 2023

Dear Mr. Hernandez,

This is to inform you that the contract FY24-007 was approved by City Council on November 6, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year extension periods.

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.

**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 cancellation 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](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You can scan and email a copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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Miguel A. Pescador  
Purchasing Agent

Xe. Purchasing Division

**City Council-Regular**

**Meeting Date:** 11/06/2023

**Initiated By:** Steve E. Landin, Assistant City Manager/Acting Chief of Police

**Staff Source:** Arturo Garcia Jr., P.E., Utilities Department Director; Mark DeMay, Finance Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY24-007 to the sole bidder ACT Pipe & Supply, Laredo, Texas, in an amount up to \$695,170.00 for the purchase of smart fire hydrants and repair kits for the City of Laredo's Utilities Department. This contract will be for a one-year period and is contingent upon the availability of appropriated funds. This contract has three extension periods. Funding is available in the Utilities Department Fund.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received one (1) bid through Cit-E-Bid for the purchase of smart fire hydrants and repair kits for the Utilities Department. Staff is recommending that this contract be awarded to the sole bidder ACT Pipe & Supply.

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 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities

Department.

Summary

Vendor	Estimated Annual Total
ACT Pipe & Supply	\$ 695,170.00

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that this contract be approved.

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**Fiscal Impact**

<b>Fiscal Year:</b>	2024
<b>Budgeted Y/N?:</b>	Yes
<b>Source of Funds:</b>	
<b>Account#:</b>	557-0000-141-0000
<b>Change Order: Exceeds 25% Y/N:</b>	

**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.

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**Attachments**

FY24-007 Bid Tab  
FY24-007 Contract

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

**SMART FIRE HYDRANTS & KITS  
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 full annual contract for the purchase of "smart hydrants" fire hydrants, extension kits, pressure and temperature monitoring 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](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.onwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas, 78040 until 5:00 P.M on October 24<sup>th</sup> 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the **Office of the City Secretary on October 25, 2023.**

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

Bid: Smart Fire Hydrants & Kits - Utilities Department  
**FY24-007**

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

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

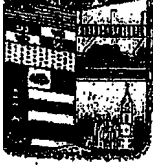
Hand Delivered:

**City of Laredo - City Secretary  
C/O Jose A. Valdez 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.**

CITY OF LAREDO  
PURCHASING DIVISION

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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 Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of "smart hydrants" fire hydrants, extension kits, pressure and temperature monitoring 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](http://www.ci-laredo.tx.us) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>. Hand delivered bids will be received at the City Secretary's Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on October 24, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 25, 2023.

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

**Bid:** Smart Fire Hydrants & Kits.. Utilities Department  
FYU.,.007

**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 Jose-A. Valdez 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 THE 2<sup>nd</sup> DAY OF OCTOBER 2023.

for: UM <sup>1</sup> altfr4JJ:  
Jose A. Valdez 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 request additional compensation.
- (b) Bidders shall make all investigations necessary- to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

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

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

### 3.0 SUBMISSION OF BIDS

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

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- (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](mailto: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, an addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

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

## 9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## 10.0 AWARD OF CONTRACT

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

CITY OF LAREDO  
PURCHASING DIVISION

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All invoices shall be mailed to the  
Accounts Payable Office, City Hall, and  
PO. Box 210  
Laredo, Texas 78042.

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,  
Accounts Payable Manager  
956-791-7328  
[jjolly@ci.laredo.tx.us](mailto: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.

**13.0 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.

CITY OF LAREDO  
PURCHASING DIVISION

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- (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 M1 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.

#### **14.0 CONTRACT REQUIREMENTS**

##### **14.1 CITY OF LAREDO 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.

##### **14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a 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.

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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.

**14.3 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.

**14.4 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**

**14.5 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.j. No. 914 of the last Texas Legislature.

**14.6 IBXAS 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/tcc/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.

**15.0 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. 2017-0-098**, 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.



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The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

**Formal Invitation for Bids  
Smart Fire Hydrants & Kits  
Utilities Department**

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**16.0 Scope of Work**

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 an annual contract for the purchase of "smart hydrants" fire hydrants, extension kits, pressure and temperature monitoring 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](http://www.cityoflaredo.com) or through Cit-E-Bid; <https://cityoflaredo.ionwave.net/Login.aspx>.

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, October 9, 2023, 2:00 P.M.

16.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Juan Arriaga	(956) 721-3021	<a href="mailto:jarriaga@ci.laredo.tx.us">jarriaga@ci.laredo.tx.us</a>

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

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents to ensure accuracy. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the requested specifications. 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.

16.4 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,

16.5 Vendor **will** be responsible for all shipping and handling. Vendor must have a sufficient stock of items/supplies to meet the needs of the City of Laredo. When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the **price** difference.

16.6 Pricing shall remain constant for a period of one year. Any price increases shall include comprehensive detailed reports as to previous pricing, current pricing, increases, comparisons and any available predictions/forecasting.

16.7 Any and all materials purchased through this bid shall be in accordance with applicable Laws of Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), and any applicable Federal and State laws to be in compliance with any issues of public safety.

**17.0 Payment and Invoicing**

17.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

17.2 Materials bid must be new and unused.

17.3 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

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- 17.4 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Utilities Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

**18.0 Brand**

Kennedy Model K81D, M&H 129S, Clow Medallion with safety crash/break away flange or approved equal.

- 17.1 If you are considering submitting a smart fire hydrant not listed as approved, submit sufficient documentation with your bid package for the Utilities Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

**19.0 General Requirements**

All fire hydrants shall be Dry Barrel, Traffic Model (break away), Post Type having Compression Type Main Valves (5 1/4" opening), closing with line pressure. Hydrants shall be cast-iron, fully bronze mounted, working pressure of 200 psi, test pressure of 400 psi, anything buried below the buried line shall be 316 stainless steel bolts and nuts, anything above may be 304 stainless steel bolts and nuts and shall conform and be in accordance with the latest specifications and revisions of American Water Works Association (AWWA) Standard C-502 for Fire Hydrants for ordinary water works service, except for supplementary requirements contained herein.

**20.0 Smart Fire Hydrants Specifications**

- 20.1 Design Working Pressure shall be 200 psi (test pressure 400 psi).
- 20.2 Inlet shall be side connection hub end for mechanical joint (ANSI A21.11 - current). Shoe shall be rigidly designed to prevent breakage, with harnessing lugs for joint restraint.
- 20.3 Lower Barrel shall be rigid to assure above ground break at traffic feature. Various bury lengths of hydrant shall be included in this bid; flanged joints in lead pipes are not allowed. Flange type connections between hydrant shoe, barrel sections and bonnet shall have minimum of 6-316 Stainless Steel bolts and nuts.
- 20.4 Hydrant Main Valve shall be 5 1/4 inch I.D. Valve stem design shall meet requirements of AWWA C502, with operating nut turning clockwise to close. Operating nut shall be pentagonal - 1 1/2 inch (point to flat) at base, and 1 7/16" at top - 1 inch minimum height. Seat ring shall be bronze (bronze to bronze threading), and shall be removable with light weight stem wrench. Valve mechanisms shall be flushed with each operation of valve; there shall be a minimum of two (2) drain ports.
- 20.5 Traffic feature shall have replaceable break-away stainless steel stem coupling-held to stem by readily removable type 304 stainless steel fastenings, Break-away flange or frangible lugs shall be designed to assure above ground break. Break-away or frangible bolts will not be acceptable.
- 20.6 Outlet nozzles shall be located approximately 18" above ground. Each hydrant shall have two (2) 2 1/2 inch nozzles 180 degrees apart with National (American) Standard Fire Hose Coupling Screw Thread NFPA 1963 and one (1) 4 1/2 inch pumper nozzle with national standard thread. Nozzles shall be threaded or cam-locked, O-ring sealed, and shall have type 304 stainless steel locking devices. Nozzle caps (with chains) and cap gaskets shall be furnished on the hydrant. The cap nut shall have the same configuration as the operating nut.
- 20.7 Hydrant shall have Dry-Top Construction, factory lubricated food grade oil with the lubricant plug readily accessible.
- 20.8 Hydrant shall have double O-ring seals in a bronze stem sheath housing to assure separation of lubricant for water and shall have a weather seal, to provide complete weather protection.

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**21.0 Valve Facing**

The main valve of the hydrant shall be SBR Rubber with a 90 Durometer hardness. The hydrant shall be equipped with a travel stop device located in the top of the hydrant which terminates the downward travel of the main rod. Travel stop devices in the form of a stop in the elbow of the hydrant which could allow the main rod to be put into compression if the hydrant is "over opened" will not be permitted.

**22.0 Low Barrel Section**

The low barrel section shall be made to conform with the section thickness requirements of AWWA Specification C-502-1973, or the latest revision, thereof, can be furnished in Gray Iron or Ductile Iron. Screwed on flanges are not acceptable.

**23.0 Hydrant Adjustment**

The hydrant must be capable of accommodating an extension piece at the ground line without shutting down the hydrant or excavating.

**24.0 Operating Unit**

Hydrant operating nut and cap nuts shall be pentagonal shape 1 1/2" point to flat NST unless otherwise specified. The operating nut shall be a combination weather shield and functional operating device that will protect all operating parts from excessive moisture intrusion by means of an "O" ring seat.

**25.0 Breakaway Systems**

**Break away** stem coupling shall be stainless steel; its retaining pins, bolts; nuts, etc., of 316 stainless steel.

**26.0 Supplemental Data**

**26.1** Hydrant Outlet: Each hydrant shall have two (2) 2 1/2" hose nozzles and one (1) 4 1/2" pumper with National Standard Threads.

**26.2** Direction of Opening: Hydrant shall open by turning to the left (counterclockwise) and shall close by turning to the right (clockwise).

**26.3** Drain Opening: Each hydrant shall have two (2) external drain ports. Drain valve mechanisms that include springs or rods are not acceptable.

**27.0 Workmanship**

All foundry and machine work shall be performed in accordance with good standard practice for the class of work involved and in conformance with accepted drawings, if required. Hydrants manufactured in accordance with this specification shall be well fitted and shall operate smoothly. The body and shaft shall be watertight. All parts shall conform to the required dimensions and shall be free from defects that could prevent proper functioning of the hydrant. All castings shall be clean and sound without defects that will weaken their structure or impair their service.

**28.0 Paint**

The exterior surface of the hydrant shall be coated with a coating that shall meet or exceed the requirements of Federal Specification IT-C-494b. A second coat of water based or oil based enamel paint red in color will then be applied from the top of the hydrant to a point 18 to 20 inches below the center line of the pumper nozzle or down to the traffic safety flange connection at the ground line.

28.1 All interior surfaces, machined surfaces, such as the threaded portion of the stem or stem nut, which must fit closely with the adjacent parts, shall be coated with a coating that shall meet or exceed Federal Specification IT-C-494b. Stem surfaces contained within a lubricant reservoir and not in contact with potable water may be free of coating.

- 28.2 The interior and exterior of the hydrant shoe shall be coated with a fusion-bonded epoxy having a nominal dry film thickness of 8 mils, conforming to ANSI/AWWA C550-01, and certified to NSF 61.

**29.0 Testing and Inspection**

Each assembled hydrant shall be subjected to two shop tests under a hydrostatic pressure of 400 psig or twice the rated working pressure, whichever is greater. One test shall be made with the entire interior of the hydrant under pressure and another test made with the main valve closed and the base under pressure from the inlet side. Under the test procedure, there shall be no leakage through the main valve or seals or through the castings or the joints of the assembled hydrant. Under the test conditions, the leakage through the drain valves shall not exceed 5 fl oz/min. Other leakage or other imperfections found in either test shall be corrected or the hydrant retested. The tests shall be conducted for a sufficient time to allow a check of all points of possible leakage and for a minimum of 30 seconds after all air has been exhausted.

**30.0 Quality Assurance**

Manufacturers shall have an ASME or I.S.O. 9001 registered commercial quality system. If on receipt of fire hydrants they are found to be noncompliant the manufacturer shall replace the defective fire hydrants according to fire hydrant size with a fire hydrant that meets the City of Laredo's specifications. The defective fire hydrants will be returned to the manufacturer, freight collect, and the manufacturer shall replace the fire hydrant, freight prepaid. If the City of Laredo audits, product inspection and performance data review in accordance with these specifications determine excessive fire hydrant non-compliance, the manufacturer will be subject to removal by the approved product listing.

If the fire hydrant becomes defective during the manufacturer's specified warranty period a City of Laredo quality assurance and manufacturer review will ensue. If the review determines manufacturing non-conformance the manufacturer shall replace the fire hydrant according to size with a fire hydrant that meets the City of Laredo's specifications. The defective fire hydrant removed from the field will be returned to the manufacturer, freight collect, and the manufacturer shall replace the fire hydrant, freight prepaid. If the non-conformance product amounts are excessive and result in increased product replacement by the City of Laredo field staff the manufacturer may be subject to time and material charges.

**31.0 A-301 Safety Flange Repair Kit**

Repair kit for 5-1/4 M.V.O or Safety Flange Repair Kit or approved equal. Kit must consist of the following:

- (A) Safety flange.
- (B) Gaskets.
- (C) Safety flange bolts and nuts 316 Stainless Steel.
- (D) Safety flange O-rings.
- (E) Bonnet/Upper barrel O-ring.
- (F) 10.5 oz hydrant lubricating oil.
- (G) Stainless steel safety stem coupling.
- (H) 2-Clevis pins 304 stainless steel.
- (I) 3-Cotter pin 304 stainless steel.
- (J) Instruction sheet,

**32.0 A-320 Extension) kit (OEM only)**

Extension Kit for 5-1/4 M.V.O. or approved equal. Kit must consist of the following:

- (A) Stem.
- (B) Barrel.
- (C) Stainless steel extension stem coupling.
- (D) Extension flanges.
- (E) Bonnet/Upper barrel O-ring.

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- (F) 3- Gaskets
- (G) Bonnet/Upper barrel O-ring
- (H) 8-Bolts and Nuts 316 stainless steel
- (I) 2-Clevis pins 304 stainless steel
- (J) 3-Cotter pins 304 stainless steel
- (K) Instruction sheet
- (L) 10.5 oz hydrant lubrication oil

**33.0 Pressure and temperature monitoring (OEM Only)**

Must have water resistant, and hardwired information access point internally within the fire hydrant.

**33.1** Fire Hydrant must be completely, and fully operational once unit is installed and not require the need to shut water supply off, make modifications and then recharge to obtain normal operation.

**33.2** Dry Barrel Hydrant Version - Must receive electronic reading through the main valve assembly utilizing a water proof conduit (Poly Tubing) and compression fittings from which the wiring is run from sensors to the motherboard, battery and cellular antenna just beneath the hydrant bonnet which is above ground approximately 2'6" above grade.

**33.3** Must utilize an OEM spool piece to accomplish OEM installation requirements and maintain the robust integrity of the hydrant as required to meet UL and ULFM approval.

**33.4** Device and all components must meet UL and ULFM requirements and have proper documentation to prove such.

**33.5** Must be able to accept multiple layers of paint and maintain the OEM level of communication success, All power must be supplied to the motherboard from within the same housing as the motherboard via a Lithium-Ion battery utilizing an integrated Male x Female wire harness.

**33.6** Battery must be field replaceable utilizing the same connection as OEM without requiring any modifications. not require power supply below grade.

**33.7** Must not require Wi-Fi or Bluetooth for communication or operation.

**33.8** Must have communication capability to allow for remote firmware upgrades and data uploads using cellular technology.

**33.9** Must have functionality across all platforms, desktop, laptop, tablet, mobile device or smart phone.

**33.10** Must have hosted software, which is user friendly and allows end user/client to migrate files directly from host to water management software via CSV or Flat File to use with SCADA or similar utility infrastructure software.

**33.11** Must be able to recognize and alert end user client via email or text utilizing cellular signal of thresholds (events) within the clients set parameters within 1 min. Time is based on adequate cellular reception.

**33.12** Must have minimum capabilities of reading 256/sec, 5-min averages and 12-hour uploads.

**34.0 Pressure and Temperature Monitoring (Continued)**

**34.1** Other capabilities: Alarm threshold violation reads of (up to 256 reads per second and for 30 seconds pre and post threshold violation).

**34.2** Must have the capability for future expansion within the device housing (2 shell components once assembled on) for future additional technologies.

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- 34.3 Must not interfere or utilize the nozzles or ports in any way.
- 34.4 Must be available in both OEM preinstalled NEW hydrants and as retrofit kits utilizing ONLY OEM components for the hydrants listed herein.
- 34.5 Must allow for nonnal operation of hydrant in hot or cold climate without flow restrictions or any other byproduct that would prohibit full operation. Hydrant must be fully functional in below :freezing conditions.
- 34.6 Must have water contacting the sensors under pressure while being utilized at the same time for fire or other utility applications.
- 34.7 Manufacturer must have been in business for over IO-years, and manufacturing and marketing hydrant device for a minimum of 5 years.

**35.0 Award of Contract**

This contract will be awarded by section total to t11e (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 lowe t responsive tllld responsible bidder as per the Institute Public Procurement is: *"Lowest Respo11sive and Responsible Bidder: T1,e bidder who/11/ly complied wlt/1 all of t11e bid requirements and whose past petformance, reputation, a11djb1anc1al capability is deemed acceptable, a, id w1,o has offered the most adva11lage o11 sprict1g or cost be11ejlt, based on the criteria stip11lated ;,, t11e hid documents."*

Annual Suwly/Service Contract: This contract does not commit the City to purchase the quantities indicated. nie quantities are estimates and are based on the best available infonnation.

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 quanti lies, or not purchase any quantities at all. "The needs of the City shall govern the amount th.at is purchased and change orders shall not be applicable.

**35.1 Disclosure of Interested Parties**

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 fonn must be submitted electronically through the Texas Ethics Commission website. Once the fonn is submitted and given a unique registration number, the business entity must manually sign the fonn and have it notarized. The form should be sent to t11e government entity which will then verify the fonn on the Texas Ethics Commission website.

**36.0 Term of Contract**

The tenn of this contract sh11ll be for a period of one (1) year beginning as of the date of its execution, The contract may be extended for tlu-ee, additional one (I) 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 tenn. 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 tenns of the hid documents. The City shall also have the right to extend this contract under the same tenus and conditions beyond the original tenu or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month ex.tensions 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. '111e 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.

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- 36.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

37.0 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 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

38.0 **Termination of Contract**

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:

- 38.1 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.

**39.0 Required Format and Contents of Bid Submission**

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

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

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



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40.0 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 Office, (Individual, Partnership, Corporation, etc.)

Signature  
of person authorized to sign bid

Date 7/1/05

Print Name /.vis HERNANDEZ  
of person authorized to sign bid

Title: il2J411c-A Mar11Jc-a

Business Address: -- -'1 /1 //:-'s; i/1. \_'t />: tU Sr. ---

City, State, Zip Code: i11-!2ffPP; 1X 78tJ"/

Telephone Number: q.5f-- 7:(5- 'j&J-5 Fax Number: /21..... 1...A.: -

Contact Person Email Address: L#t:PAJtin'Per62/tt:l:/J/p.:2 Ctim

Federal Tax ID Number: 7 L- / - / 7 J. q / ; l.

Bidders Principal/Corporate Place of Business Address: 6956 W- SAM l-/ou.70fl P41y AJ.

Indicated Status of Business: (Do5 iiJll 1 \*-RX 7 70'11

Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: ---

If other state business status: -- I, ; -

State how long under its present business name: t- / 7 ....!/<M- " 12- 5

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 eiJ

CITY OF LAREDO  
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes **1 @**

Has any litigation pending against the Business? Yes **1 (!!i';)**

Is the business currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes ,  
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 **1 @**

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 /

Are there any proceedings, pending relating to the business responsibility, debarment, suspension, voluntary exclusion, or  
qualification to receive a public contract? Yes /

Has the government or other public entity requested or required **enforcement** of any of its rights under a surety agreement on the  
basis of default or in lieu of declaring the Business in default? Yes

Is the Business in arrears in any contract or debt? Yes **16'**

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes **@**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any  
other reason? Yes / **L**

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 awarding of  
contracts. The City will make with all information given confidential*

CITY OF LAREDO  
PURCHASING DIVISION

41.0 Price Schedule

41.1 Section I: Smart File Hydrants & Kits

Items	Hydrant Size	Est. Qty.	Unit Price	Extend Price
1	3' - 0" lower barrel Fire Hydrant with complete assembly	25	\$ ; ; / ' « J _ t ) O	\$ " 7 f J , , ; J . t 0 , « >
2	4' - 0" lower barrel Fire Hydrant with complete assembly	50	\$ ; ; / q ' / f . C J D	\$ l / 7 , J t ( ) , c o
3	5' - 0" lower barrel Fire Hydrant with complete assembly	75	\$ 3 o 8 D . i j	\$ _ j 3 1 ) ( X 1 . r o
4	A-301 Safety Repair Kit	100	\$ . 3 1 e , c o	\$ : . l , e l k > , e o
5	A-320 6" Extension Kit	50	\$ t , i . D C '	\$ 3 4 " , J . 6 0 •
6	A-320 12" Extension Kit	30	\$ , q q , e , o	\$ : : : j t / 1 0 , : : u
7	A-320 18" Extension Kit	25	\$ i 1 , e e	\$ c l i l , b 7 { ; , c o
9	A-320 24" Extension Kit	15	\$ q g 5 . c e	\$ I L / . 1 1 5 . ~
<b>Pressure and Temperature Monitoring</b>				
9	Fire Hydrant with complete assembly including pressure and temperature monitoring. 5 B11 "	10	\$ b : r ? o . 0 0	\$ h : l , s o t > . w
10	Retro kit for pressure and temperature monitoring (added to existing K-81, Clow Medallion or M&H129 hydrants).	10	\$ 7 0 0 - o	\$ 5 . ; l , o t ) O , a ,
11	Replacement Battery for pressure and temperature monitoring devices.	10	\$ J 0 9 , e t >	\$ l , { } i . . ( ) f ) .
12	Remote Pressure & Temp Monitoring devices with 2 1/2" male connection.	10	\$ ; ; ? / 0 0 . " O	\$ : < l , ( % ( ) . ( J O
13	Annual fees per device \$300.00 per unit reduced after 100 units.	1	\$ D ( > , t w	\$ 3 f ) t . o o
<b>Grand Total</b>				\$ / c f 5 . n v , c o

Bid pricing must be F.O.B., City of Laredo - Utilities Department, Laredo, Texas. Freight Prepaid.

41.2 Brand/Model Number of Fire Hydrant proposed:

( Y l t H J : : z . q i / ! . e l l M l > r K - 9 L , b & C ; , , , w / J u 1 > : t / t . . 1

41.3 Brand/Model Number of Kit proposed:

/// l f l / J 1 l l e l l . l t l J " f J l t / l . t i l . \_ t t \_ w \_ l f l \_ \_ ' P 1 1 : \_ / \_ 1 , \_ 1 1

\*\*\*\*\*Brand/Model of Fire Hydrants and Kits shall be uploaded onto Cit-E-Bid\*\*\*\*\*

\*\*\*\*1-"Bid Price Schedule, lule Section I must be completely filled out in order to be considered\*\*\*\*\*.

CITY OF LAREDO  
PURCHASING DIVISION

CompanyName: /)er/Jtt:l Uf//4 -  
Owner/President Name: ffe/2-il,y/61-f-t'E-9 fall>/ 2-z:-m'ci,  
Company Address: "5'//7 F. 5/v11VEiZ5  
City, State, Zip Code: LIt"R.EP 7J ? ii>'!..4-:-  
Company Authorized Representative's Signature.#  
Company Representative's Name: L y 1 ' , , , b , , , = c ' f l l - - - ' : ' - / l i l , , f f ' : ' j

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

CITY OF LAREDO  
PURCHASING DIVISION

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**42.0 Conflict of Interest Disclosure**

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

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

GOVERNMENT CODE EXISTS.

Name Luis Hernandez

Signature [Signature]

Date 10/17/2023

CONFLICT OF INTEREST QUESTIONNAIRE  
For vendor or other person doing business with focal 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.  
Name of person who has a business relationship with focal governmental entity. N/A

☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer [Signature]

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 Code 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? 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 as an officer or director, or holds 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 local governmental entity [Signature]

## AFFIOA VIT

## Form of Non-Collusive Affidavit

# AFFIDAVIT

STATE OF TEXAS        }  
COUNTY OF WEBB        }

Being first duly sworn, deposes and says:

That he/she is CFO

(a Partner of officer of the finn oC 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.

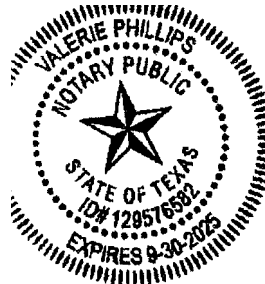
Signature of:

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

S"bsocib<d and swom hefo<e methis\_ Ji.L..d,y 0 ::13 . . .

**Notary Public**

**My commission expires:**



44.0



## 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		
First	M.I. Last	Suffix
LUIS	HERNANDEZ	
2 Contract Information		
a) Contract or Project name(s): I-C-11-16		
b) Originating Department(s): I-C-11-16		

3 Contracting Party(ies) seeking a contract with the city (i.e. parties to the contract)			
Name (Print)	Signature	Name (Print)	Signature
LUIS HERNANDEZ	[Signature]		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

4
Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
0 Name of partner, parent, or subsidiary business entity(ies)



CITY OF LAREDO  
PURCHASING DIVISION

**DISCLOSURE OF ENTITIES THAT WILL BE SUBCONTRACTORS ON THIS CONTRACT.**

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

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

0 List of subcontractors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DISCLOSURE OF 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.

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

\_\_\_\_\_

\_\_\_\_\_

**• 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)

applicable, No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

0 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 continue for 30 calendar days after the contract has been awarded.

**• DISCLOSURE OF CONFLICT OF INTEREST**

CITY OF LAREDO  
PURCHASING DIVISION

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 the 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 have occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**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 with city officials or employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This 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 all attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
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

#### 45.0 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/tcc/1295-Info.htm>.

#### Implementation of House Bill 1295

##### 45.1 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 10, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

##### 45.2 Filing Process:

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

56.S. Disclosure of interested Parties Form

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

10/1/23

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity** filing form, and the city, state and country of the business entity's place of business.  
ACT Pipe & SUPPLY, Inc.  
Laredo, TX United States

Certificate Number:  
2023-1083401

Date Filed:  
10/13/2023

Date Acknowledged:

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

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
FY24-007 Smart Hydrants  
Smart Hydrants & Kits 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.

0

## 6 UNSWORN DECLARATION

I, Matthew Wolfe, and my date of birth is \_\_\_\_\_  
My address is 6950 W Sam Houston Pkwy N Houston TX 77041 Harris  
(street) (city) (state) (zip code) (county)

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

Executed in Harris County, State of Texas, on this 16th day of October 2023  
(county) (state) (day) (month) (year)

# / 4,,

Signature of authorized agent of contracting business entity  
(Declaration)

CITY OF LAREDO  
PURCHASING DIVISION

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**46.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until **5:00 P.M. on October 24, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 25, 2023.**

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

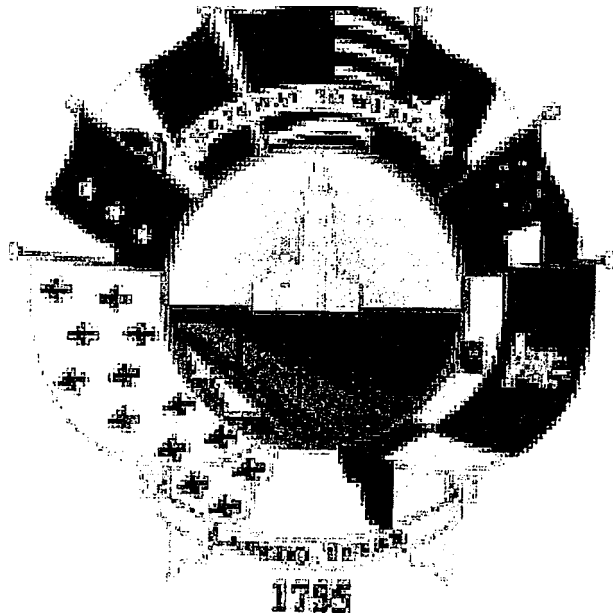
**Bid: Smart Fire Hydrants & Kits - Utilities Department  
FY24-007**

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 Jose A. Valdez Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040



### Event Information

Number: FY24-007 Smart Fire Hydrants & Kits  
Title: FY24-007 Smart Fire Hydrants & Kits - Utilities Department  
Type: Request For Bid  
Issue Date: 10/2/2023  
Deadline: 10/24/2023 05:00 PM (CT)

### Contact Information

Contact: Juan P. Arriaga  
Address: Water Distribution  
5816 Daugherty  
Laredo, TX 78040  
Phone: 1 (956) 721-3021  
Email: jarriaga@ci.laredo.tx.us

## ACT Pipe & Supply, Inc. Information

Contact: Luis Hemar1dez.  
Address: 6950.w, sam:.housto11 pkwy n.  
:houston:JX77941 ..  
Phone:.. {713} 937.;0S0Q .  
Email: Lhernarictez@aotpipe.com  
Web Address: www.aqtpipe:.cor:n .

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

Martha A Navarro for Act Pipe & Supply \_\_\_\_\_ lhernandez@actpipe.com  
Signature Email

Submitted at 10/18/2023 10:40:00 AM (CT)

### Bid Attributes

1	<b>Award by Section Total</b> This contract will be awarded by section 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 <input type="checkbox"/> Yes
2	<b>Questionnaire Description</b> "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	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> No response
4	<b>State how long under has the business been In its present business name</b> No response
5	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> No response
6	<b>State if the Company is a certified minority business enterprise</b> 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 pL1bHc 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 response

## 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 response

## 9 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

## 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.t.x.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.t.x.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.

## 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



<b>1</b>	<b>Construction Contract</b>
<b>3</b>	Construction Contract Requires Acknowledgement <input type="checkbox"/> Acknowledge
<b>1</b>	<b>Disclosure Form</b>
<b>4</b>	For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1** This is a  
**5** New Submission

<b>1</b>	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) No response
<b>2</b>	<b>Question 2. Contract Information</b> Please include the following: a) Contract or Project Name b) Originating Department No response
<b>3</b>	<b>Question 3. Name of Individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the contract)</b> No response
<b>4</b>	<b>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.</b> Not Applicable
<b>5</b>	<b>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</b> 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
<b>6</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> Not Applicable
<b>7</b>	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> 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
<b>8</b>	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> Not Applicable

2 4	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response
2 5	<b>Question 7. Disclosure of political contributions</b> 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/officer 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
	<b>Question 7. Disclosure of political contributions</b> 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
<b>Updates on contributions required</b> 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.	
1 1	<b>Question 8. Disclosure of Conflict of Interest</b> 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!
	<b>8. Disclosure of Conflict of Interest</b> If you selected : am aware of conflict of interest is question 8, please list them in this section. No response
3 3	<b>Question 9. Updates Required</b> I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input type="checkbox"/> I have read and understand this section

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

### 3 Certificate of Interested Parties (Form 1295)

9 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

### 1 Terms and Conditions for Request for Bids

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

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

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

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

#### 1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. 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 or 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](mailto: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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

## **10.0 AWARD OF CONTRACT**

(a) This contract will be awarded by section 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.

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

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

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

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

## **11.0 ENTIRE AGREEMENT**

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

## **12.0 PAYMENT & INVOICING**

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

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

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

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

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

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

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

## Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If

coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ I agree my insurance meets minimum requirements



#### 4 Disqualification & Debarment Certification

2

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-0-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

☐ I certify to the terms and conditions

#### 4 Contract Requirements

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

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

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

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

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

**1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided,

<https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

D / have read and understand this section

#### 4 Ordinance 2018-0-175

4 The City of Laredo has established a local vendor preference ordinance 2018-0 175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

4	<b>Required Upload Brand/Name/Model of Fire Hydrants &amp; Kits</b>
5	*****Required Upload Brand/Name/Model of Fire Hydrants & Kits*****
<input type="checkbox"/> Yes	

## Bid Lines

<b>1 Package Header</b>			
<b>Section I: Smart Fire Hydrants &amp; Kits</b>			
Quantity: <u>1</u>	UOM: <u>EA</u>	Total:	
<b>Package Items</b>			
<b>1.1 Hydrant Size</b>			
3'-O" lower barrel Fire Hydrant with complete assembly			
Quantity: <u>25</u>	UOM: <u>EA</u>	Price:	<u>\$2,808.00</u>
		Total:	
<b>1.2 Hydrant Size</b>			
4'-O" lower barrel Fire Hydrant with complete assembly			
Quantity: <u>50</u>	UOM: <u>EA</u>	Price:	
		Total:	
<b>1.3 Hydrant Size</b>			
5' - O" lower barrel Fire Hydrant with complete assembly			
Quantity: <u>75</u>	UOM: <u>EA</u>	Price:	<u>\$3,080.00</u>
		Total:	
<b>1.4 Hydrant Size</b>			
A-301 Safety Repair Kit			
Quantity: <u>100</u>	UOM: <u>EA</u>	Price:	<u>\$310.00</u>
		Total:	
<b>1.5 Hydrant Size</b>			
A-320 Safety 6" Extension Kit			
Quantity: <u>Q</u>	UOM: <u>EA</u>	Price:	<u>\$685.00</u>
		Total:	
<b>1.6 Hydrant Size</b>			
A-320 Safety 12" Extension Kit			
Quantity: <u>30</u>	UOM: <u>EA</u>	Price:	<u>\$799.00</u>
		Total:	
<b>1.7 Hydrant Size</b>			
A-320 Safety 18" Extension Kit			
Quantity: <u>25</u>	UOM: <u>EA</u>	Price:	<u>\$907.00</u>
		Total:	
<b>1.8 Hydrant Size</b>			
A-320 Safety 24" Extension Kit			
Quantity:	UOM: <u>EA</u>	Price:	<u>\$985.00</u>
		Total:	
<b>1.9 Pressure and Temperature Monitoring</b>			
Fire Hydrant with complete assembly including pressure and temperature monitoring.			
Quantity: <u>1Q</u>	UOM: <u>EA</u>	Price:	<u>\$6,280.00</u>
		Total:	

**1.10 Pressure and Temperature Monitoring**

Retro kit for pressure and temperature monitoring (added to existing K-81, Clow Medallion or M&H1291 hydrants).

Quantity: 1 Q UOM: EA Price: \$3,200.00 Total: \$3,200.00

**1.11 Pressure and Temperature Monitoring**

Replacement Battery for pressure and temperature monitoring devices.

Quantity: 1 Q UOM: EA Price: \$100.00 Total: \$100.00

**1.12 Pressure and Temperature Monitoring**

Remote Pressure & Temp Monitoring devices with 2 1/2" male connection.

Quantity: 1 Q UOM: EA Price: \$2,400.00 Total: \$2,400.00

**1.13 Pressure and Temperature Monitoring**

Annual fees per device \$300.00 per unit reduced after 100 units.

Quantity: 1 Q UOM: EA Price: \$300.00 Total: \$300.00

**Response Total: \$695,170.00**