

# RENEWAL NOTICE

September 25, 2025

Mr. Dustin Smith Doggett Freightliner of South Texas 12002 FM 1472 Laredo, Texas 78041

Do.

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension III

Dear Mr. Smith,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is for parts only. Your company is currently awarded the sections below.

## Contract Pricing:

Section I, IV, V

Secondary Vendor

Section II

Primary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely.

Jaime E. Zapata Purchasing Agent

Xc: Purchasing File

Doggett Freightliner of South Texas

Request a contract extension:

Not request a contract extension:

Authorized Signature:

Print Name: Dustin Smith

Date: 09/30/2025



### RENEWAL NOTICE

September 25, 2025

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040 Extension III

Dear Mr. Rosas.

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is only for parts only.

### **Contract Pricing:**

Section III

Secondary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata Purchasing Agent

Xc: Purchasing File

Andy's Auto Air & Supplies

Request a contract extension: X Not request a contract extension:

Authorized Signature: Print Name: ROBERT ROSAS

Date: 9/26/2025



# RENEWAL NOTICE

September 25, 2025

, RICHARD ROSAS

Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040 Extension III

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is for parts only. Your company is currently awarded the sections below.

#### Contract Pricing:

Section III

Primary Vendor

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Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc:

Rotex Truck Center
Request a contract extension: X / Later request a contract extension:
Authorized Signature:
Print Name: RICHARD ROSAS
Date: 9/26/2025



### RENEWAL NOTICE

September 25, 2025

Mr. Lewis Woodal Rush Truck Center 10216 Union Pacific Boulevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040 Extension III

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the last extension period for this contract. This contract is only for parts only. Your company is currently awarded the sections listed below.

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Section I, IV, V

Primary Vendor

Section II & III

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Sincerely,

Jaime E. Zapata Purchasing Agent

Xc:

Rush Truck Center
Request a contract extension: Not request a contract extension:
Authorized Signature:
Print Name: Deth DEMILES.
9-76-20
Date: 1 20 25



#### LETTER OF AWARD

December 4, 2024

Mr. Dustin Smith Doggett Freightliner of South Texas 12002 FM 1472 Laredo, Texas 78041

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Smith,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

### **Contract Pricing:**

Section I, IV, V

Secondary Vendor

Section II

Primary Vendor

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Sincerely,

Jaime E. Zapata Purchasing Agent

Xc:



# LETTER OF AWARD

December 4, 2024

Mr. Robert Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Rosas,

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Sincerely,

Jaime E. Zapata Purchasing Agent



### LETTER OF AWARD

December 4, 2024

Mr. Lewis Woodal Rush Truck Center 10216 Union Pacific Boulevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

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Section I, IV, V

Primary Vendor

Section II & III

Secondary Vendor

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Sincerely,

Jaime E. Zapata Purchasing Agent

Xc:



#### LETTER OF AWARD

December 4, 2024

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on December 2, 2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

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Sincerely

Jaime E. Zapata Purchasing Agent

Xc:

# City of Laredo

# **City Council**

Meeting Date: 12/2/2024 Consent Agenda 53.

#### **SUBJECT**

Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an amount up to \$450,000.00,(Primary Vendor); Doggett Freightliner, Laredo, TX in an amount up to \$250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to \$300,000.00 (Primary Vendor); Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to \$500,000.00 (Primary Vendor); Andy's Auto & Bus Air, Laredo, TX in an amount up to \$75,000.00 (Secondary Vendor A/C Parts Only); Rush Truck Center, Laredo, TX in an amount up to \$200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to \$85,000.00 (Primary Vendor); Doggett Freightliner, Laredo, TX in an amount up to \$70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to \$150,000.00 (Primary Vendor); Doggett Freightliner, Laredo, TX in amount up to \$100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended one additional, one-year period, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

#### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/2/24.

#### **BACKGROUND**

This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its

## **Meeting Date: 12/2/2024**

# Consent Agenda 53.

execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Awarded sections and vendor dollar amount totals attached.

#### COMMITTEE RECOMMENDATION

None.

#### STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

# **Fiscal Impact**

Fiscal Year:

2025.

Budgeted Y/N?:

Yes.

Source of Funds:

Fleet Management Fund.

Account #:

593-2810-533-2080.

Change Order: Exceeds 25% Y/N:

No.

#### FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.



# RENEWAL NOTICE

November 7, 2024

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/FLD, Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

# Contract Pricing:

Section III

Secondary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime L. Zapata
Purchasing Agent

Xe: Purchasing File

Andy's Auto Air & Supplies

Request a contract extension: Not request a contract extension

Authorized Signature

Print Name:

Date:

Odg.



RENEWAL NOTICE November 7, 2024 Mr. torgo Rosas FICHARD 205AS Rotex Truck Center 11802 Sara Road Laredo, Texas 78045 Re: Medium/H.D. Truck OEM Parts Contract FY23-040 Extension II Dear Mr. Rosas, This is to inform you that the contract UY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below. Contract Pricing: Section III Printary Vendor Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731. Sincerely, Jaime E. Zapata Purchasing Agent Xc: Purchasing File Rotex Track Center Request a contract extension th tedn<del>est a contract exte</del>usien



#### RENEWAL NOTICE

November 7, 2024

Mr. Lewis Woodal Rush Truck Center 10216 Union Pacific Boulevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Woodal,

This is to inform you that the contract IY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

#### Contract Pricing:

Sincerely,

Section I, IV, V Primary Vendor Section II & III Secondary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Jaime E. Aapata
Purchasing Agent

Xe: Purchasing File

Rush Inck Center

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Authorized Suppoure

Print Same.

Date

| Contract extension | Contract



# RENEWAL NOTICE

November 7, 2024

Mr. Dustin Smith Doggett Freightliner of South Texas 12002 FM 1472 Laredo, Texas 78041

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension II

Dear Mr. Smith.

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the second of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

# Contract Pricing:

Section I, IV, V Section II

Xc:

Secondary Vendor Primary Vendor

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Sincerely.

Jaime F. Zapata
Purchasing Agent

Porchasing File

ľ	Dougen Errightliner of South Leavy
	Request a contact extension. Sot propert a contract extensing:
	Ambaired Signature:
	Print Name Sandy Medicano
	11 7/2024

City of Usedas Durchasing Division, 5512 Harmay Ave., Laredo, Jevas 78941 Phone (956)7942/731 Pay 789, 1805



### LETTER OF AWARD

April 3, 2024

Mr. Lewis Woodal Rush Truck Center 10216 Union Pacific Boulevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension I

Dear Mr. Woodal,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

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Section I, IV, V

Primary Vendor

Section II & III

Secondary Vendor

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Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc:



# LETTER OF AWARD

April 3, 2024

Mr. Robert Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension I

Dear Mr. Rosas.

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 4, 2024. The term of this contract shall be for a period of one year. This is the first of three of extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

# Contract Pricing:

Section III

Primary Vendor

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Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc:

Purchasing File

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### LETTER OF AWARD

April 3, 2024

Mr. Dustin Smith
Doggett Freightliner of South Texas
12002 FM 1472
Laredo, Texas 78041

Re:

Medium/II.D. Truck OEM Parts

Contract FY23-040

Extension I

Dear Mr. Smith,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

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Section I, IV, V

Secondary Vendor

Section II

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Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc:



# LETTER OF AWARD

April 3, 2024

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal FY23-040 was approved by the City Council on April 2, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods. This contract will be for parts only. Your company is currently awarded the sections below.

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Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc:

# City of Laredo

1110 HOUSTON STREET LAREDO, TEXAS 78040

# Legislation Text

File	#:	24-0600.	Version:	1
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### **SUBJECT**

Consideration to renew supplies contract FY23-040 for the purchase of OEM parts for small and medium vehicles for the City's Fleet Department with the following vendors:

Section I: Rush Truck Center, Laredo, TX in an amount up to \$450,000.00,(Primary Vendor); Doggett Freightliner, Laredo, TX in an amount up to \$250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to \$300,000.00 (Primary Vendor); Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to \$500,000.00 (Primary Vendor); Andy's Auto & Bus Air, Laredo, TX in an amount up to \$75,000.00 (Secondary Vendor A/C Parts Only);

Rush Truck Center, Laredo, TX in an amount up to \$200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to \$85,000.00 (Primary Vendor); Doggett Freightliner, Laredo, TX in an amount up to \$70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to \$150,000.00 (Primary Vendor); Doggett Freightliner, Laredo, TX in amount up to \$100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended two additional, one-year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Management Fund.

#### PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/17/23.

### **BACKGROUND**

This contract establishes a percentage discount on (OEM) original equipment manufacturer parts for small and medium vehicle repairs. This is the first of three extension periods. There was no price increase during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Awarded sections and vendor dollar amount totals attached.

File #: 24-0600, Version: 1

#### COMMITTEE RECOMMENDATION

None.

#### STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

# Fiscal Impact

Fiscal Year:

2024.

Budgeted Y/N?:

Yes.

Source of Funds:

Fleet Management Fund.

Account #:

593-2810-533-2080.

Change Order: Exceeds 25% Y/N:

No.

### FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.



## RENEWAL NOTICE

March 5, 2024

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension I

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections fisted below.

Contract Pricing:

Section [1]

Secondary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xc: Purchasing File



### RENEWAL NOTICE

March 5, 2024

Mr. Lewis Woodal Rush Trick Center 10216 Union Pacific Bonlevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension E

Dear Mr. Woodal,

This is to inform you that the contract FY23-040 which was approved by the City Conneil on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is only for parts only. Your company is currently awarded the sections listed below.

### Contract Pricing:

Section I, IV, V

Printary Vendor

Section II & III

Secondary Vendor

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Sincerely.

Enrique Aldape III

Interim Purchasing Agent

Xc:

Purchasing File

Bush Truck Center

Bediest a contrart extension of

Not request a contract extension:

Authorized Signwood

LCW 11602

Date: 📑

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City of Laredo - Pluchosing Division, 5512 Thomas Ave., Laredo, Texas 78041 Plume (956)794-1731 Fax 790-1805



### RENEWAL NOTICE

March 5, 2023

Mr. Dustin Smith Doggett Freightliner of South Fexas 12002 FM 1372 Laredo, Texas 78041

lke:

Medium/11.D. Truck OFM Parts

Contract FY23-040

Extension 1

Dear Mr. Smith,

This is to inform you that the contract £Y23-040 which was approved by the City Council on April 17, 2023 is up for renewal. This is the first of three extension periods. This contract is for parts only. Your company is currently awarded the sections below.

#### Contract Pricing:

Section I, IV, V Section II I

Secondary Vendor Primary Vendor

Please advise if you wish to renew this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this renewal notice, please feel face to call me at (956) 794-1713.

Sincerely,

Enrique Aldape III

Interim Purchasing Agent

Xe. Purchasing File

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Date: 3/6/2029	
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### RENEWAL NOTICE

March 5, 2024

Mr. Jorge Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Rc:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Extension I

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Section III

Primary Vendor

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Sincerely,

Enrique Aldape III Interim Purchasing Agent

Xe: P

Rotex Track Souter	
Request a configer extension. Nul request a configer extension:	
Authorized Signature:	
Print Name: LICHARD KOSAS	
Date: 3-6-2024	,



#### LETTER OF AWARD

April 18, 2023

Mr. Roberto Rosas Andy's Auto Air & Supplies 11901 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Dear Mr. Rosas,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

### Contract Pricing:

Section III

Secondary Vendor

### Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. <a href="https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html</a>. You scan and email a copy to <a href="majorage-measurements">mpescador@ci.laredo.tx.us</a>

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:



### LETTER OF AWARD

April 18, 2023

Mr. Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

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Section III

Primary Vendor

# Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. <a href="https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAO\_Form1295.html</a>. You scan and email a copy to <a href="majorage-

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:



#### LETTER OF AWARD

April 18, 2023

Mr. Lewis Woodal Rush Truck Center 10216 Union Pacific Boulevard Laredo, Texas 78045

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Dear Mr. Woodal.

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

#### Contract Pricing:

Section I, IV, V

Primary Vendor

Section II & III

Secondary Vendor

### Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. <a href="https://www.ethics.state.tx.us/whatsnew/FAQ\_Form1295.html">https://www.ethics.state.tx.us/whatsnew/FAQ\_Form1295.html</a>. You scan and email a copy to <a href="mailto:mpescador@ci.laredo.tx.us">mpescador@ci.laredo.tx.us</a>

As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:



### LETTER OF AWARD

April 18, 2023

Mr. Dustin Smith Doggett Freightliner of South Texas 12002 FM 1472 Laredo, Texas 78041

Re:

Medium/H.D. Truck OEM Parts

Contract FY23-040

Dear Mr. Smith,

This is to inform you that the contract FY23-040 was approved by the City Council on April 17, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods. This contract will be for parts only. Your company has been awarded the sections below.

### Contract Pricing:

Section I, IV, V

Secondary Vendor

Section II

Primary Vendor

# Statutory Requirement to File Form 1295:

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.

Sincerety,

Miguel A. Pescador Purchasing Agent

Xc:

City Council-Regular Meeting Date: 04/17/2023

Initiated By: Riazul Mia, Assistant City Manager

Initlated By:

Staff Source: Ronald W. Miller, Fleet Director; Jose F. Castillo, Acting Finance

Director; Miguel A. Pescador, Purchasing Agent

#### SUBJECT

Consideration to award centract FY23-040 for the purchase of OEM Parts for small and medium vehicles for the City's Fleet Department to the following bidders:

Section I: Rush Truck Center, Laredo, TX in an amount up to \$450,000.00,(Primary Vendor);

Doggett Freightliner, Laredo, TX in an amount up to \$250,000.00, (Secondary Vendor);

Section II: Doggett Freightliner, Laredo, TX in an amount up to \$300,000.00 (Primary Vendor);

Rush Truck Center, Laredo TX

Section III: Rotex Truck Center, Laredo, TX in an amount up to \$500,000.00 (Primary Vendor);

Andy's Auto & Bus Air, Laredo, TX in an amount up to \$75,000.00 (Secondary Vendor A/C Parts Only);

Rush Truck Center, Laredo, TX in an amount up to \$200,000.00 (Secondary Vendor Parts Only);

Section IV: Rush Truck Center, Laredo, TX in an amount up to \$85,000.00 (Primary Vendor);

Doggett Freightliner, Laredo, TX in an amount up to \$70,000.00 (Secondary Vendor);

Section V: Rush Truck Center, Laredo, TX in amount up to \$150,000.00 (Primary Vendor);

Doggett Freightliner, Laredo, TX in amount up to \$100,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to purchase OEM parts for small and medium vehicle repairs. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract may be extended three additional, one year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet

Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA None.

# PREVIOUS COUNCIL ACTION

None.

#### **BACKGROUND**

The City received four (4) bids through Cit-E-Bid for awarding an annual supplies contract for the purchase of oem parts for the City's Fleet Division. This contract establishes a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. This contract has three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

# **Bid Summary:**

Vendor	Awarded Amount	Notes
Rush Truck Center	\$1,035,000.00	Section I: Primary Vendor Section II: Secondary Vendor Section III: Secondary Vendor Section IV: Primary Vendor Section V: Primary Vendor

Doggett Freightliner	\$720,000.00	Section I: Secondary Vendor Section II: Primary Vendor Section IV: Secondary Vendor Section V: Secondary Vendor
Rotex Truck Center	\$500,000.00	Section III: Primary Vendor
Andy's Auto & Bus air	\$75,000.00	Section III: Secondary Vendor

A complete bid tabulation is attached.

# **COMMITTEE RECOMMENDATION**

None.

#### STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Fleet Maintenance Fund

Account #:

593-2810-533-2080

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

# **Attachments**

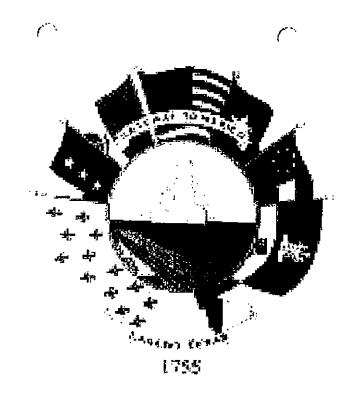
Bid Tab FY23-040 Contracts FY23-040

Γ	CERTIFICATE OF INTERESTED PART	rico.				
	CERTIFICATE OF INTERESTED PART	ILS		FOR	M 1295	
L					1 of 1	
	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.		CE	OFFICE USI		
1	Name of business satity filing form, and the city, state and count	ry of the business entity's pla	ce Certi	ERTIFICATION OF FILING reficate Number:		
	of business. Andy's Auto Air & Supplies, Inc.			3-996295	j	
	Laredo, TX United States		Date	Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form	s 03/2	0/2023		
ĺ	City of Laredo			Date Acknowledged:		
				·		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid	y or state agency to track or i ed under the contract.	dontify the c	ontract, and pro	vide a	
l	FY23-040					
ŀ	Medium/H.D. Truck OEM Parts					
٥			•	Nature o	finterest	
Ì	Name of Interested Party	City, State, Country (place of	business)	(check ag		
Ŕ	OSAS, ROBERT	Laredo, TX United States	<del></del> ,	Controlling	Intermediary	
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	Check only if there is NO interested Party.					
8	UNSWORN DECLARATION					
	My name is Robert Rosas	and my d	ate of birth is	11/23/1982		
	My address is 11901 Sara Rd	., Laredo	. TX	78045	1104	
	(ಭಂಚ)	(oty)		(zip code)	, USA	
	I declare under penalty of perfory that the foregoing is true and correct.				•	
			_ u. 21	March		
	County	State of Texes	n tha <u>∠ I</u> _d	ay of March (month)	20 <u>23</u> (year)	
			سيب			
		11/10-1			[	
		Signature of authorized agent (Declarant	ercontracting 	business entity		

_				·		
	CERTIFICATE OF INTERESTED PART	MES		FOR	м <b>129</b> 5	
	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	
Ļ			CE	RTIFICATION	OF FILING	
1	Name of business entity filing form, and the city, state and count of business.  Andy's Auto Air & Supplies, Inc.	ry of the business entity's pi		lficate Number: 3-996295		
ļ	Laredo, TX United States		Date	Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form	03/2	03/20/2023		
	City of Laredo		04/1	Acknowledged: 18/2023		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid FY23-040	y ar stale agency to track or ed under the contract.	identity the c	oniract, and pro	/ide a	
	Medium/H.D. Truck OEM Parts					
4	Name of interested Party	0:- 0:- 1:-		Nature of		
	tania ni materies enty	City, State, Country (place	oj prizivete)	(check ap	plicable) Intermediary	
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		, , , , , , , , , , , , , , , , , , ,				
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION	-	<del></del> ,			
	My name is	, and my	date of birth is			
	My address is				· <u></u> -	
	I declare under penalty of perjury that the foregoing is true and correct	(city)	(stata)	(නිර code)	(country)	
	Executed inCounty.		an (h.)			
	County	Vidia 01	. บก เทอ(	fay of (ποητή)	20, (year)	
	<b>*</b>	Signature of authorized ager (Declara	nt of contracting	business entity		

CERTIFICATE OF INTERESTE	D PARTIES		FOR	км 1295
				1011
Complete Nos. 1 - 4 and 6 if there are interested parties Complete Nos. 1, 2, 3, 5, and 6 if there are no interested	t. 1 parties.	CE	OFFICE US RTIFICATION	
1 Name of business entity filing form, and the city, sta			ficale Number:	OF FILING
of business, Rotex Truck Center, Inc.	,		996289	
Laredo, TX United States		B - 1 -	F31.4.	
Name of governmental entity or state agency that is	a party to the contract for which the lorn to		Filed: D/2023	
peing piga.			_	
City of Laredo		Date	Acknowledged	:
3 Provide the Identification number used by the gover description of the services, goods, or other property FY23-040 Medium/H.D. Truck OEM Parts	mmental entity or state agency to track or iden y to be provided under the contract.	lify the co	ontrack, and pro	vide a
4			Nature o	finterest
Name of Interested Party	City, State, Country (place of bu	siness)		pp/icable)
ROSAS, RICHARD	LAREON DOLLEGE OF A		Controlling	Intermediary
And the least	LAREDO, TX United States			×
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		*	<u>,                                      </u>	
			<del></del>	
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			···	
Check only if there is NO Interested Party.				
UNSWORN DECLARATION				
My name is Richard Rosas	, and my deta	डं तीर्धर कि	08/12/19	68
My address is 11802 Sara Rd	Laredo	TX	78045	JUSA .
(street)	(alty)	(e;nie)	(25p 4x4e)	(country)
I declars under penalty of perjury that the foregoing is but	e and correct.			
Executed in WESB	County, State ofTexas on the	e 21 d	ayet <u>March</u>	
			(neath)	(year)
	Signature of authorized agent of c	antracting	business entity	
orms provided by Texas Ethics Commission	www.ethics.state.bcus		Version V	3.5.1.3ac88bg

Ī	OFFICIOATE OF INTERSECTION TO					
	CERTIFICATE OF INTERESTED PART	TES		FOR	м 1295	
					1 of 1	
	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.		CEF	ONLY OF FILING		
1	of business.			Certificate Number: 2023-996289		
ı	Rotex Truck Center, Inc. Laredo, TX United States		Date:	Filed:		
2	Name of governmental entity of state agency that is a party to the being filed.	contract for which the form is	03/20	03/20/2023		
	City of Laredo			Date Acknowledged: 04/18/2023		
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provide	or state agency to track or identical under the contract.	ty the co	initact, and prov	ids a	
	FY23-040	•				
	Medium/H.D. Truck OEM Parts					
4	Name of interested Party	City, State, Country (place of bus	inese)	Nature of (check up		
				Controlling	Intermediary	
RI	OSAS, RICHARD	LAREDO, TX United States			X	
				·		
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5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION	···-	<del> </del>		<u> </u>	
	My name is	and my date of	f birth Is	<del></del>	·	
	My address is		<del></del>			
	(street)	(cky)	ateta)	(zip code)	(country)	
	I declare under penalty of perjury that the loregoing is true and correct.					
	Executed inCounty,	State of on the	q:	ay of(month)		
				CHONE	(year)	
		Signature of authorized agent of co	ntracting	business enlity	<del></del>	
		(Decisrani)	~··-#			



# FYZGOŁO Medlumiri la makogi Mirans koexinnekomitisijie Supplier Response

# **Event Information**

Number:

FY23-040 Medium/H.D. Truck OEM Parts

Title:

FY23-040 Medium/H.D. Truck OEM Parts

Type:

Request For Bid

Issue Date: 3/6/2023

Deadline:

3/30/2023 05:00 PM (CT)

# **Contact Information**

Contact: Enrique Aldape III

Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue

Laredo, TX 78041

Phone:

956 (794) 1733

Fax:

956 (790) 1805

Email:

ealdape@ci,laredo.tx.us

### Rotex Truck Center, Inc Information

Contact: Robert Rosas Address: 11802 Sara Road

Laredo, TX 78045

Phone:

(956) 722-1250 (956) 727-7835

Fax: Email:

robert@rotextrucks.com

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

Robert Rosas

robert@rotextrucks.com

Signature

Email

Submitted et 3/24/2023 04:32:54 PM (CT)

### Response Attachments

### Affidavit-completed.pdf

Affidavit

CIQ-completed.pdf

CIQ

### Discretionary Contracts Disclosure- Completed.pdf

Discretionary Contracts Disclosure

Form 1295- completed.pdf

1295 form

#### Insurance Certificate- Rotex.pdf

Insurance Certificate

#### **Bid Attributes**

#### 1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other parson engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bld

ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250

3 State how long under has the business been in its present business name

14 years

4 If applicable, list all other names under which the Business Identified above operated in the last five years

N/A

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

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

#### 6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared Ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

NΆ

#### 7 | Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have figuidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

NΑ

# State if the Company is a certifled minority business enterprise

This company is not a certified minority business

#### 9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and Individuals who contract, or seek to confract, 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 Larado 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 filling requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CtQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Bullding Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member if additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

### 1 Conflict of Interest Questionnaire Form CIQ

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

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submit completed Conflict of Interest Form with your response?  Yes	nitted your
Yes Yes	, mou you
1 Disclosure Form	
For details on use of this form, see Section 4.01 of the City's Ethics Code.	
1 This is a	· <u></u>
New Submission	
1 Question 1. Name of person submitting this disclosure form	
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	
RICHARD ROSAS	
1 Question 2, Contract Information	
Please include the following: a)Contract or Project Name b)Originating Department	
FY23-040 Medium/H.D. Truck OEM Parts- Fleet Department	
7 723-940 Medicitity E.B. Truck OEW Pans- Preet Department	
1 Question 3. Name of individual(s) or entity(les) seeking a contract with the city (i.e. parties to	the
Gontracty	
Rotex Truck Center	
1 Question 4. List any business entity(ies) that is a partner parent subsidiary business entity(ies)	
Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(individual or entity listed in Question 3.	es) of the
Not Applicable	
1 Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(les)	act of the
and intervious or entity listed in Question 3	
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of	partner.
paroni, or subsidiary business entity(les) in this section.	
N/A	
Question 5. List any individuals or entitles that will be subcontractors on this contract	
Not Applicable	:
[Not Applicable]	
Question 5. List any individuals or entities that will be subcontractors on this contract	
If you selected Not Applicable on Question 5, please skip this section, if it applies to you, please the subs	ontractors
it was socion.	01111101010
N/A	
Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in s	
Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in s	eeking
Not Applicable	

# 2 Question 6. List any attorneys, lobbylsts, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

NΑ

### Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

### 2 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

NA

### Z Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

### Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

# 2 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

NA

# 2 Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

🖾 I have read and understand this section (I have read and understand this section)

# Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

### 3 Question 11. Conflict of Interest Questionnairs (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑I have acknowledge that I have been advised (I have acknowledge that I have been advised)

### 3 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Richard Rosas / Operations Manager / Rotex Truck Center

### Question 12, Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

### 3 Conflict of Interest Questionnaire

☑ I have completed this section (I have completed this section)

### 3 Non-Collusive Affidavit

☑ I have completed and included this form (I have completed and included this form)

# 3 Discretionary Contracts Disclosure

I have completed this section (I have completed this section)

### Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form (I will comply with this form)

#### Terms and Conditions for Request for Bids

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

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

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

(c) Bidders are advised that City contracts are subject to the all logal 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-Bio system by going to the following link: https://cityoflaredo.lonwave.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, emall 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.

(a) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not

be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) catendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave. Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vandor 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 75041.

### 8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

### 9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

#### **10.0 AWARD OF CONTRACT**

(a) This contract will be awarded by sections to the (lowest responsible responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

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

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

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). (e) Prices must be quoted F.O.B. Destination, Laredo, Texes, 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 fle bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).
11.0 PAYMENT & INVOICING

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

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

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

Accounts Payable Office, City hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact; Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.taredo.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 STANDAROS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A ficensed engineer shall not submit or request, orally or In writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

#### Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum ilmits 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.

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.
 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

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

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

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

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

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

☑ I agree my insurance meets minumum requirements (I agree my Insurance meets minumum requirements)

### Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions (I certify to the terms and conditions)

#### Contract Requirements

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

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

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavil. 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, <a href="https://www.ethics.state.tx.us/tec/1295-info.htm">https://www.ethics.state.tx.us/tec/1295-info.htm</a>. 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 filling a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filling a 1295 needs to complete an "unsworn declaration."

oxtimes i have read and understand this section (I have read and understand this section).

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

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

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

☑ I have read and understand this section (I have read and understand this section)

### 4 Ordinace 2018-0-175

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.

No response

### 4 Required Documentation

\*\*\*\*\*The following documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based (i.e. distributor, net, wholesate

Yes (Yes )

### **Bid Lines**

Package Header	
Section I: Peterbilt Captive New Parts	•
Quantity: 1 UOM: PKG	No Bid
Manufacturer: Peterbilt Captive New Parts	
Item Notes: Please submit "0" for unit price	
Package Items	
1.1 Percentage of Discount offered	
Quantily: 1 UOM: EA	No Bid
Manufacturer: Peterbilt OEM Parts	
1.2 Parts will be delivered within working days after receipt of order.	
Quantity: 1 UOM: Working Days	No Bid
	Section I: Peterbilt Captive New Parts  Quantity:1

<sup>2</sup> Package Header

	Section II: Freightliner Captive New Parts	
	Quantity: 1 UOM: PKG	V 511
	Manufacturer: Freightliner Captive New Parts	No Bid
	Item Notes: Please submit "0" for unit price	
	Package Items	
	2.1 Percentage of Discount offered	
	Quantity: _1 UOM; EA	No Bid
	Manufacturer: Freightliner OEM Parts	- NO BIG
	2.2 Parts will be delivered within working days after receipt of order.	
	Quantity: 1 UOM: Working Days	No Bid
3	Package Header	
	Section till: International Captive New Parts	
	Quantity: 1 UOM: PKG Total:	No response
	Manufacturer: International Captive New Parts	
	Item Notes: Please submit "0" for unit price	
	Package Items	
	3.1 Percentage of Discount offered	
	Quantity: 1 UOM: EA Total:	20%
	Manufacturer: International OEM Parts	
•	Supplier Notes: 20% off list	<del></del>
	3.2 Parts will be delivered within working days after receipt of order.	
	Quantity: 1 UOM: Working Days Price: No response Total:	No response
1	Supplier Notes: 2 working days.	NO TESPONSO
4	Package Header	
ŀ	Section IV: MACK Captive New Parts	
	Quantity: 1 UOM: PKG	No Bid
	Manufacturer: MACK Captive New Parts	<del>-</del>
ļ	Item Notes: Please submit "0" for unit price	
	Package Items	
	4.1 Percentage of Discount offered	
	Quantity: 1 UOM: EA	No Bid
	Manufacturer: MACK OEM Parts	

	4.2 Parts will be delivered within working days after receipt of order.	
	Quantity: 1 UOM: Working Days	No Bid
5	Package Header	
	Section V: GMC/Chevrolet Captive New Parts	
	Quantity: 1 UOM: PKG	No Bid
	Manufacturer: GMC/Chevrolet Captive New Parts	
	Item Notes: Please submit "0" for unit price	
	Package Items	
	5.1 Percentage of Discount offered	
İ	Quantity: 1 UOM; EA	No Bid
	Manufacturer: GMC/Chevrolet OEM Parts	
	5.2 Parts will be delivered within working days after receipt of order.	
	Quantity: 1 UOM: Working Days	No Bid

Response Total: 0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

**AFFIDAVIT** 

STATE OF TEXAS
COUNTY OF WEBB

Being first duly swom, deposes and says:

That he/she is Richard Rosas

(a Pariner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:

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

Subscribed and sworn before me this 215th day of Hard 20 23

Notary Public

My commission expires:

June 39 2024



CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session.	OFFICEUSEONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 178,001(1-a) with a local governmental entity and the vendor meets requirements under Section 176,008(a).	Ozio Received
By law this questionnalle must be tiled with the records administrator of the local governmental entity act later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be fried. See Section 176.006(e-1), Local Government Code.	
A vander commits an offense if the vendor knowingly violates Section 178,008, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Rotex Truck Center, Inc.	
Check this box if you are tiling an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing sulfority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	quires that you file an updated s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	····
None	
Name of Officer	
Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or if other than investment income, from the vendor?	
N/A Yes No	}
8. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable to local governmental entity?	idooms, from or at the direction name is not received from the
N/A Yes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an or ownership interest of one percent or more.	aintains with a corporation or electron or holds en
None	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 178.0	of the officer one or more gifts 03(a-1).
1	
03/21/	2023
	ale

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

A complete copy of Chapter 178 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity:

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

### Local Government Code \$ 176,003(a)(2)(A) and (B):

- (a) Alocal government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - (ii) the local governmental emity is considering entering into a contract with the vendor;
    - (8) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

### Local Government Code § 176,006(a) and (a-1)

- (a) A vendor shall file a completed conflict of Interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

  (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

28.0

Discretionary Contracts Disclosure



# City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

Richard		-	
First		Rosas L. Last	C. CC
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a) Contract or Project name(:	): Bid FY20-007 (Med	dlum/H.D. Truck OEM Part	s
	•		
	Float Danastera		
b) Originating Department(s)	Fleet Department		
Name of malividual(s) of	entiriles describes		
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Name (Priot)	Signature	Name (Del. e)	
	T. Succes	Name (Print)	Signature
Name (Print)	Signature	N	
ACTIO (110Ir)	o ignature	Name (Print)	Signature
Name (Print)	O*		
чано (Етак)	Signature	Name (Print)	Signature

				'		
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enocuces Laredo Commercial I			CONTACT Mich	alie Paredes	<del></del>	
5711 McPherson Rd,	Suite 202	agency me	PHONE INC. 1656	729-0799	AX Not	(968)712-3996
Laredo, TX 78941			ANDRESS: Mps	redes@jered	oins.net	
License #: 19851					FOING COVEPAGE	HAICE
NSURED			NEURERA: Colo			
Rotex Truck Center,	ne.				Fire Insurance Company	
11802 Sara Road	110.			a Mulual I	nsurance Company	·
Laredo, TX 78045			BISLRERD:	·	<del> </del>	
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COVERAGES	CERTIFICAT	ENUMBER: 00000264-	464042		REVISION NUMBER:	
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CERTIFICATE HOLDER	CANCELLATION	
Insured's Copy only	SKOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	Slew Fally (MS	4
ACORD 25 (2018/03)	© 1888-2015 ACCIRD CORPORATION, All rights reserve the ACCIRD name and logic are registered marks of ACCIRD. Printed by MP1 on Merch 21, 2022 et 02:37PP	



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

### MEDIUM/H.D. TRUCK OEM PARTS FLEET 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 annual service contracts from qualified vendors for the purchase of medium/H.D. truck OBM parts for the Fleet 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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid:

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

Bid: Medium/H.D. Truck OEM Parts - Fleet Department FY23-040

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

City of Laredo - City Secretary

C/O Jose A. Valdez Jr.

City Hall - Third Flour

1110 Houston Street

Laredo, Texas 78040



### City of Laredo Purchasing Division

### Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed hids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet 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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Toxas 78040 until 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 31, 2023.

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

Bid: Medium/H.D. Truck OEM Parts - Fleet Department FV23-040

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 THIS 6th DAY OF MARCH 2023.

Jose A. Valde; رجح City Secretary

### TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

#### GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Chaster 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 addending
- (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 contificate 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 scaled 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: <a href="https://cityoflaredo.ionwave.new/login.aspx">https://cityoflaredo.ionwave.new/login.aspx</a>
- (b) Unless otherwise noted on the Notice to Bidders enver 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, Fed Ex, 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.
- (e) 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.
- (c) 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 Lando Perchasing Division, 5512 Thomas Ave., I aredo, Texus 78041 (956) 794-1733. Fax (956) 790-1805 Small galdapetics Interlated in Page 3 of 26

- (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 whenover it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OP BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS flids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder onopened.
- 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 cutail seven (7) days prior to the scheduled date for opening to:

CITY OF LARRIDO PURCHASING AGENT Miguel A. Pescador

5512 Thomas Ave.

Laredo, TX 78041

mpescador@cj.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 Leredo. 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 Ava.

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 penuit payments within such period in the regular course of business by the Dity 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

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

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

### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas | Local Government Code. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: "Lowest Responsive and Responsible Bidder: The bilder 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 cust 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 hid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall beat the burden of proof of compliance with the City of Laredo specifications.

(e) 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 Luss: 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. 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 deented to be made from that date.
- (e) 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 hid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and

City of Lareds-Purchasing Division, 5512 Phomas Ave. Laredo, Texas. 28041 (956) 274-1733. Fra. (456) 290-1805 Email enlarge rice laredo Peus Page 5 of 26

PO. Box 210

Laredo, l'exas 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. (c) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly,

Accounts Payable Manager

956-791-7328

jiglly@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 hidder(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 hodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim: \$2,000,000 annual aggregate.

This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(c) 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 eachoccurrence, 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

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 customery 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 Munagement
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
  - (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

14.2 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 Formul Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by

City of Larado Purchesing Division, 5312 Thomas Ave., Laredo, Texas 7804 (956) 794-1733 Lax (956) 790-1805 Finant enidaperical taredots us Page 7 of 26

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 share 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 (Ausched)

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.

14.6 TEXAS BITHICS 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.cthics.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 alloited time otherwise this will result in the cancellation of the contract.

15.0 DISOUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Taxas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not beyout Israel; and (2) will not beyout Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not beyout Israel and will not beyout 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 Medium/H.D. Truck OEM Paris Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of OEM captive parts for medium/H.D. trucks for the Fleet 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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.com">https://cityoflaredo.com</a> or through Cit-E-Bid:

Point of Contact

Scaled bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:

Mr. Ronald W. Miller @ (956) 727-6450 or c-mail miller@ci.larcdo.tx.us

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid by March 13, 2023 before 2:00 PM.
- 17.0 General Requirements
- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. Flowever, there will be occasions when the parts may be picked up. Allowances for special freight charges will be accoptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop tocated at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vendor and one secondary vendor for each section.
- 17.4 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 wonder the price difference.
- 17.5 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 17.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- All invoices must be submitted in duplicate and show each purchaso order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and not unit prices, extensions and not total prices must be shown.
- 17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

- All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, hidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 17.10 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.12 Hidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

#### 18.0 Specifications

- 18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebote to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

#### 18.3 Invoices:

- 18.3.1 Must be legible and reference a valid purchase order number.
- 18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 18.4 City of Laredo personnel may pickup parts from Contractor's facility.
- 18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.
- 18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

#### 19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Codo. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the institute for Public Procurement is:

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

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

### 19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252,908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of parjury. Section 2252,908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252,908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the <u>Texas Ethics Commission</u> website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

#### 20.0 Term of Contract

The term of this contract shall be for a period of one (i) year beginning as of the date of its execution. The contract may be extended for three, 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 term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the ienns of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 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 vandor will be selected on the basis of competitive bids. Documentation may be canalled to <a href="majorateriorganic-laredo.tx.us">majorateriorganic-laredo.tx.us</a>

22.0 Termination of Contract

This contract shall be for an initial period of one year or twelve 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 munths before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Signed Price Schedule
Conflict of Interest Questionnaire
Non-Collusive Affidayit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

### 24.0 Bidder Information Questionnuire

# 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 proposed this hid in collusion with any other hidder, 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 hid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ". Name of Offeror (Business) Signature of person authorized to sign bid Print Name of person authorized to sign bid Title: City, State, Zip Code: Telephone Number: 454-Contact Person Email Address: Samuerbo rushen tupuses Com Federal Tax ID Number: Bidders Principal/Corporate Place of Business Address: 102/16 Union Pace Indicated Status of Business: Partnership Sole Proprietorship If other state business status: State how long under its present husiness name: If applicable, list all other names under which the Business identified above operated in the last five years. Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo (Yes) No hush Truck (Alex of Truck of Is whell a war (Colorch) subsumer if high interpress state this finished in the first of the substitution of the contract of ilevested Finand Forto for Aush enterpresses. Inc

Is any litigation pending against the Business? Yes No. NO Anthus MATCHER HOW bis AND
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes (News, 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? Year No.
Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No.
He five government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No
Is the Business in arrears in any contract or debt? Yes / No
Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
Have liquidated damages or penalty provisious been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.
State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB); Yes No Disadvantaged Business Enterprise (DBE); Yes No
Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify
This company is not a certified minority business:
The above infnority information is requested for statistical and tracking purposes only and will not influence the unwant of expenditure the City will make with any given company

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	PURCHAS	SING DEVISION
	Price Schedule	12 12 12 12 12 12 12 12 12 12 12 12 12 1
	Section 1: Peterbilt Captive New Parts	
	Percent of discount offered	
	!	<u>20</u> %
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	Type price schedule (dealer, jobber, etc.)	De A14
	Price Schedule Number	Cecli
	Date of price schedule	3023
	Price schedule column on which discount is based	
	(i.e. distributer, nat, wholesale	Distributiv
	Parts will be delivered within working	g days after receipt of order.
	Section II: Freightliner Captive New Parts	
	Percent of discount offered	
	Product Identification (Mfr.)	Or
	Type price schedule (dealer, jobber, etc.)	7541941104
	Price Schedule Number	Ceste/
	Date of price schedule	- Griden
	Price schedule column on which discount is based	-
	(i.e. distributor, net, wholesale	Distributiv
	^	
	Parts will be delivered within working	days after receipt of order.
	Section III: International Captive New Parts	
	Specified HIV Titler Butterfield Cubride Menh Laux	
	Percent of discount offered	1
	Percent of discount offered	
		Jakenh neu
i	Percent of discount offered  Product identification (Mfr.)	
	Percent of discount offered  Product identification (Mfr.)  Type price schedule (dealer, jobber, etc.)	Ditter
	Percent of discount offered  Product identification (Mfr.)  Type price schedule (dealer, jobber, etc.)  Price Schedule Number	

	PURCHASI	NG DIVISION
25,4	Section IV: MACK Captive New Parts	
	Percent of discount offered	
	recent to discount offered	10
		%
	Product Identification (Mfr.)	mal win
	Type price schedule (dealer, jobber, etc.)	Necte V
	Price Schedule Number	Durte
	Date of price schodule	2023
	Price schedule column on which discount is based	00.11/
	(i.e. distributor, net, wholesale	1 Shibushy
	Parts will be delivered within working	
	working	days after receipt of order.
25.5	Section V: GMC /Chevrolet Captive New Parts	
	Percent of discount offered	13
		]
	Product identification (Mfr.)	000
	Type price schedule (dealer, jobber, etc.) Price Schedule Number	Denter
	Date of price schedule	<u>Olarar</u>
	Price schedule column on which discount is based	2023
	(i.e. distributor, act, wholesale	
	Comments and tritalesale	<u> </u>
	Parts will be delivered within working o	lays after receipt of order.
	0 17 11 1	1
	Company Name: MIST ( well Cutal )	WS-10 des hust Trull of lards
	Owner/President Name: wm hush hush	<u> </u>
	Company Address: 10216 1/h/m Pacy	C BNC
	City, State, Zip Code: WCD 174	1845
	Company Authorized Representative's Signature:	world
	Company Representative's Name:	wodul
	Signature on this form indicates agreement with "lustre pricing and all specifications listed on this document."	octions to Bidder General Terms and Conditions,

# 16.0 Confilet 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 ClQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filling 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 Luredo 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST THUS NO RECORD THAT THERE IS NO CONFLICT OF INTEREST.	WOLATION OF SECTION 178.006,
CONFLICT OF INTEREST QUESTIONNAIRE for vendor or other person doing business with local governmental entity	FORM CIQ
his questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., egular Session.	OFFICE USE ONLY
his 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 scal governmental entity and the person meets requirements under Section 176.006(a).	Date Received
by law this questionnaire must be filed with the records administrator of the local governmental nitty not later than the 7th business day after the date the person becomes aware of facts hat require the statement to be filed. See Section 176,006, Local Government Code.	
person commits an offense if the person knowingly violates Section 176.008, Local covernment Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.  LA TAKKLURU TUKAS, LD DEA PUSH TRUE Color-land	
Check this box if you are filling an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionneire with the appropriate	filing authority and laws than the
7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.	) During authorny not later than the
Name of local government officer with whom filer has employment or business relationship.  Name of Officer	) ——·
Name of local government officer with whom filer has employment or business relationship	p.
Name of local government officer with whom filer has employment or business relationship  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 178 001(1-2). Local complete of the compl	p. er with whom the filer has cal Government pages to
Name of local government officer with whom filer has employment or business relationship.  Name of officer  This section (item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 178.001(1-a), Localities Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive the receiver the process.	p.  If with whom the filer has cal Government pages to come, other than investment
Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each officer an employment or other business relationship as defined by Section 176.001(1-a), Local files Form CIQ as necessary.  A is the local government officer named in this section receiving or tikely to receive taxable income, income, from the filer of the questionnaire?  B is the filer of the questionnaire receiving or likely to receive taxable income, other than investigation of the local government officer named in this section AND the taxable income is received to the local government officer named in this section AND the taxable income is received.	p.  If with whom the filer has cal Government pages to come, other than investment [1] No come, from or at the lot received from the local
Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each office an employment or other business relationship as defined by Section 178.001(1-a), Local Enter CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, income, from the filer of the questionnaire?  B is the filer of the questionnaire receiving or likely to receive taxable income, other than investing of the local government officer named in this section AND the taxable income is regovernmental entity?  Yes  C. Is the filer of this questionnaire amployed by a comparation or other business entity with section.	p.  If with whom the filer has cal Government pages to come, other than investment [ ] No area the received from the local [ ] Yes [ ] No

27.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS (COUNTY OF WEBB (

Being first duly swom, deposes and says:

That he/she is http:// Marker of his House Cutor lack (a Partier of officer of the firm of Jetc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposed or bid are true.

Signature of:

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

Subscribed and swom before me this 25 May of Multa

Notary Public

My commission expires:

Feb 7, 2024





# 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.

_	annanicitis emaintacidedice	form,	
First		wide	
		M.I. Last	<u>Suffix</u>
*2. Contract Infort			
<ol> <li>Contract or Project</li> </ol>	1 name(s);	1 HO Track De	n pand 5 - Fleet De
b) Originating Depar	tment(s)·		
2) 21-B======			<u> </u>
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S'ISSURÉ DI MOIMAI	enter of Sunitality sestimal.	a contract with the city (i.e. pa	rlies to the contract)
Just Laut C		OBA MUSH Inch	
WSH Taul C Name (Print)			
WSH Nubl C	uts y Touts LD Signature	OBO NuSH Tack Name (Print)	Culo-Lactu Signature
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Name (Print)	Signature Signature	OBA NuSH Tack Name (Print)	Signature Signature
WSH Nubl C	uts y Touts LD Signature	OBO NuSH Tack Name (Print)	Culo-Lactu Signature
Name (Print)  Vame (Print)	Signature Signature Signature	Name (Print)  Name (Print)	Signature Signature Signature
Name (Print)  Name (Print)  Name (Print)	Signature Signature Signature Signature	Name (Print)  Name (Print)  Name (Print)	Signature Signature Signature Signature
Name (Print)  Name (Print)  Name (Print)  Name (Print)	Signature Signature Signature Signature	Name (Print)  Name (Print)  Name (Print)	Signature Signature Signature
Vame (Print)  Vame (Print)  Vame (Print)  Vame (Print)  4. List any business	Signature Signature Signature Signature Signature	Name (Print)  Name (Print)  Name (Print)	Signature  Signature  Signature  Signature  entity(ies) of the individual or

45. List any individuals or entities that will be subcontractors on this contract.	
Not applicable. No subcuntractors will be retained for this contract.	— <del>— — •</del>
Subcontractors may be retained, but have not been selected at the time of this submission.	
C List of subcontractors:	
	· —
*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this co	and which
Not applicable. No attoracys, lobbyists, or consultants that have been retained to assist in seeking this	is contract.
☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:	
A2 Disalaum C. Dalada and D.	
List any campaign or officeholder contributions made by the following individuals in the past 24 month than \$100 to any current member of City Council, former member of City Council, any candidate for C to any political action committee that contributes to City Council elections.	hs totaling more lity Council, or
a) Any individual seeking contract with the city (Question 3)	
b) Any owner or officer of entity seeking contract with the city (Question 3)	
<ul> <li>c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary be (Question 4)</li> </ul>	usiness
d) Any subcontractor or owner/office of subcontracting entity relained for the contract (Operior)	5)
e) The spouse of any individual listed in reaponse to (a) through (d) above	.,
Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)	
Not applicable. No campoign or officeholder contributions have been made in the preceding 24 montifications.	ilis by these
☐ List of contributors:	
Updates on Contributions Required	
Information regarding contributions must be undated by submission of a revised from from the date of	
of this form, up through the time City Conneil takes action on the contract identified in response to Que continuing for 30 calendar days after the contract has been awarded.	estion 2 and
*8. Disclosure of conflict of interest	**************************************
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue a 2.01 of the Ethics Code for thy City Council member or board/enumission member that has not or will	nder Section I not be raised
by these city officials? I Am Not home	

## CITY OF LAREDO FURCILISING BIVISION

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
Lunderstand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
No Contract with City Officials or Staff during Contract Evaluation  I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.
This no-contract provision shall conclude when the contract is posted as a City of Larcdo Council agends 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.
3d acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.
*Oath
Name (Print)  Name (Print)
Company or DBA Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered, if necessary to mail, send to:

City of Laredo P.O. Box 579 Laredo, TX 78042-0579

# 29.0 Certificate of Interested Parlies (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, <a href="https://www.ethica.stajc.tx.us/tec/1295-Info.htm">https://www.ethica.stajc.tx.us/tec/1295-Info.htm</a>,

Implementation of House Bill 1295

## 29.1 Certificate of Interested Parties (Form 1295);

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### 29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven husiness days after receiving notice from the governmental entity or state agency.

biformation regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional foformation:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1 Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTE	RESTED PARTIES		FORM 1295
			101111111200
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ore are interested parties. If these are no interested parties.	OFI	FICE USE ONLY
Name of business entity filing form, a entity's place of business.	ind the city, state and country of the b	usknass	
<ol> <li>Nems of governmental entity or state which the form is being filed.</li> </ol>	s agency that is a party to the confrae	l for	
3 Provide the identification number us and provide a description of the good	ed by the governmental entity or state is or services to be provided under th	Egency to Irack or id Doonkact.	entify the contract,
Neme of interested Party	City, State, Country	Nature of Intere	el (obtock applicable)
	(place of business)	Centrolling	Intermediary
	·		
	<del></del>	<del></del> -	
		<del>-</del>	
		<del></del>	
Check only it there is NO interested P	arly,	<u></u>	<u> </u>
AFFIDAVIY	I awayr, or affirm, under persity of po	njury, that the above disck	Sture is true and cornect.
AFFIX NOTARY STAMP / SEAL ABOVE	Signature of authorite	चे इब्रुकार वी क्वेसिस्सान्द्र क्या	inass entity
Switten to end subscribed before me, by the ea	ld		day
Signature of officer administering delh	Printed name of other advisioning of	ath Time of offi	CAC ROTUTISM TOP DON'T
ADD	ADDITIONAL PAGES AS NEC	ESSARY	
			ì

Form provided by Texas Ethics Commission

WATER CONTRACTOR

Adocted 10/5/2015

\*\*\*\*\*\*\*\*Form does not need to be notarized\*\*\*\*\*

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 30, floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all blds received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

Bid: Medium/H.D. Truck OEM Parts - Fleet Department FY23-040

Hids can be downloaded and submitted through Cir-E-Bid: https://ejtyoflaredo.jonwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary C/O Jose A. Valdez Jr. City Hall - Third Ploor 1110 Houston Street Laredo, Texas 78040

# RUSH TRUCK CENTERS OF TEXAS, LP

## Written Consent of Sole Director In Lieu of Special Meeting

Pursuant to Section 14) of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rushtex, Inc., a Delaware corporation (the "Company") and the sole general partner of Rush Truck Centers of Texas LP, dba Rush Truck Center, Laredo, a Texas limited partnership (the "Partnership"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

RESOLVED, that Lewis Woodul, General Manager, is hereby authorized to execute on behalf of the Partnership any documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Partnership.

Dated effective September 11, 2015

W.M. "Rusty" Rush

BEING THE SOLE DIRECTOR

### Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS - NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanilke manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

# Statutory Declaration Regarding Exemption from Filing Form 1295

for

# Rush Truck Centers of Texas, LP

(, Michael 5. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation, and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

- 1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
- 2. Rush Enterprises, Inc. Is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
- 3. As a result of changes to the Form 1295 requirements made effective on January 1, 2018, governmental entities in Texas are not required to obtain a Form 1295 from Rush Truck Centers of Texas, LP because a Form 1295 is not required for "a contract with a publicly traded business entity, *Including a wholly awned subsidiary of the business entity*. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
- 4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged	)
State of Texas	1
County of Comal	}

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 11th day of January 2023.

Notary Public for the State of Texas

My Commission Expires: 12/3/24

HICOLE JOHNSON
MENOtery Public, State of Texas
Comm. Expires 12-03-2024
Notery ID 129222018

### TEXAS ETHICS COMMISSION GOVERNMENT CODE

### TITLE 10. GENERAL GOVERNMENT

## SUBTIFLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT CHAPTER 2252, CONTRACTS WITH GOVERNMENTAL ENTITY SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.900. DISCLOSURE OF INTERESTED PARTIES.

(#) ID this sections

"Business entity" means any entity recognized by law chromen which cusiness is conducted, including a sole proprietoramip, partnership, or corporation.
(2) "Governmental entity" means a municipality, county, quality states wishing, or

special-purpose district or authority.

(3) "Interested party" means a person who has a constraining interest in a possuess of the actively cash unpares in entrity with whose a governmental entity or state agency contracts or who actively call repairs on insulitating the contract or negotiating the terms of the contract, analyzing a period,

intermediary, adviser, or attorney for the business entity.

(A) "State agency" means a board, countssion, office, department, or order sector, to be executive, judicial, or legislative oranch of state government. The term includes an instruction of higher education as defined by Section \$1.003, Education Code.

(b) This soution applies only to a contract of a governmental entity of state agency that: (1) requires an action or vote by the governing body of the entity or agoncy before the contract may be signed; or

(2) has a value of at least \$1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a appnsored research contract of an institution of higher physician

(1) an interagency contract of a state agency or an institution of higher educations

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time has contract in

executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(b) a contract with an electric utility, as that text is defined by Section (1.00), Utilities Code: or

(4) a contract with a gas utility, as that term is defined by Section (2), (3), Utilities Code.

(d). A governmental entity of state agency may not enter into a contrast pesorines by Subsection (b) with a business entity unless the business entity, in addeddance with this section and rules amopted under this section, submits a disclosure of inherested parties to the perennental entity of state agency at the time the cusiness entity submits the signed contract to the governmental entity or scate agency,

te. The discissore of interested parties must be submitted on a form presurined by the Taxas Attros Cormission that (polydes)

(ii) a list of each interested party for the contrast of which the contracting rightness entity is aware: and

(2) a written, unswern declaration subscribed by the authorize) agent of the contracting hualiness entity as true under paulity of perjury that is in substantially the following Some

"My name is date of bitth is \_\_\_\_\_\_, and my andress is (Sireet: (Siry) (State: (Zip Code) \_\_\_\_\_ t declare under penalty of (Country) perjury that the foregoing is true and correct.

Executed in \_\_\_\_ County. State of \_\_\_\_\_, on any

740 cf

-Mastal - Wear

Bedlarania, .....

off Dat Eater toke the 30th bay after the date the governmental Actory to state when a remeives a Utablasus of interested passion sequines under this extreme, the development of the appropriate these extremes the design of the distinguish to the length through the experience of the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the length through the extreme to the extreme to the length through the extreme to the extreme to the length through the extreme to the length through the extreme to the extrem

commodate the disclosure of interested exercise form, and post a dary to the figure of a grade. internet Website.

wadem by Acts 1985, 64th Leg., B.1., Ch. 1994, 8.B. 1994, \$er. 3, off, September 1995. Amas sea lays.

Acce 2017, 45th Legs, 8.90, 16, 928 S.A. CSE . Sec. 5, 600, Espeenment, 2010.

# Rush Truck Centers of Texas, L.P. Ownership

### Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner 555 IH35 South, Suite 500 New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO Michael Goldstone, VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance Steve Keller, Assistant Secretary Michael Lyons, Assistant Secretary

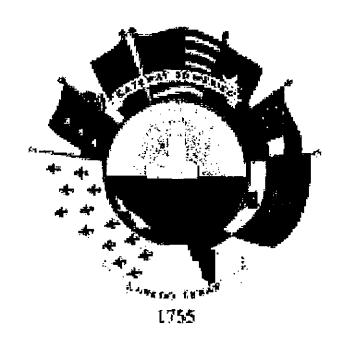
Address for all officers is as set forth above.

Rushco, Inc., Limited Partner P.O. Box 200105 San Antonio, TX 78220-0105

Officers and Directors: SAME AS ABOVE

### City of Laredo, TX RFB #FY23-040 Rush Truck Centers of Texas, LP Supplemental Response

- 1. Regarding the contract and litigation questions on p. 14 of 25, Rush Enterprises, Inc. and its subsidiaries, including Rush Truck Centers of Texas, LP, sell billions of dollars of motor vehicles, motor vehicle parts and services and motor vehicle financial services on an annual basis and employ thousands of employees. As would be expected with a business of this size Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters have had, or are expected to have, a material effect on Rush's financial condition or ongoing operations.
- 2. Regarding the insurance requirements in the RFB, Rush does not carry XCU and Professional Liability insurance but those coverages aren't applicable to this RFB.



# FY23-040 Medium/H.D. Truck OEM Parts FY23-040 Medium/H.D. Truck OEM Parts

Issue Date: 3/8/2023

Questions Deadline: 3/13/2023 02:00 PM (CT) Response Deadline: 3/30/2023 05:00 PM (CT)

City of Laredo Purchasing

## **Contact Information**

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue Laredo, TX 78041

Phone: 956 (794) 1733 Fax: 956 (790) 1805

Email: ealdapa@ci.laredo.tx.us

### Event Information

Number:

FY23-040 Medlum/H.D. Truck OEM Parts FY23-040 Medium/H.D. Truck OEM Parts

Title: Type:

Request For Bid

Issue Date:

3/6/2023

Question Deadline:

3/13/2023 02:00 PM (CT) Response Deadline: 3/30/2023 05:00 PM (CT)

# Ship To Information

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

> City Hall 3rd floor

1110 Houston St

3rd floor

Laredo, TX 78043

Phone: (956) 791-7312

# Billing Information

Contact: Jorge Jolly

Address: Accounts Payable

City Hall 2nd

PO Box 210

Laredo, TX 78042

Phone:

(956) 791-7326

Email: jjolly@ci.laredo.bc.us

### Bld Attachments

# Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

FY23-040 Form 1295.pdf

FY23-040 Form 1295

FY23-040 Medium HD Truck OEM Parts.pdf

FY23-040 Medium HD Truck OEM Parts

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# **Bid Attributes**

### Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or Individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions atlpulated In the proposed document, That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
	MUST Truck Couters of Toxes, Up Den hust Truck Center, Wifeld
i :	Regulated: Maximum 1000 characters allowed Thank Manager - 954 - 169-1900
Ĺ'	(Leadon or Marylan 1990 Characters Biblioco)

3	Potesta have been under him the state of			
	State how long under has the business been in its present business name			
	(Required: Maximum 1000 characters allowed)			
<u> </u>				
4	If applicable, list all other names under which the Business Identified above operated in the last five years			
L_	(Required: Maximum 4600 characters allowed)			
5	State if the Company is a certified minority business enterprise			
	The below information is requested for statistical and tracking ourposes only and will not influence the amount of expenditure the City will make with any given company.			
6	Questions Part 1			
	1) Is any illigation 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, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?  [10.5] [10.5] [10.6] [			
	(Required: Maximum 4000 characters allowed)			
7	Questions Part 2  1) is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?  (M)			
	(Required: Maximum 4000 characters allowed)			

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ε	State if the Company is a certified minority business enterprise
	☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
	☐ Disadvantaged Business Enterprise (DBE) ☐ Other
	☐ This company is not a certified minority business (Required: Check only one)
9	Conflict of Interest Disclosure
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to focal 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 femily members. The new requirements are in addition to any other disclosures required by taw. The dates for filing disclosure statements begin on January 1, 2003. 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.bx.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 & 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
10	Conflict of Interest Questionnaire Form CiQ  For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
1	Conflict of Interest Questionnaire  Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?  ☑ Yes □ No (Required: Check only one)
1 2	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	This is a  New Submission   Correction   Update to previous submission  (Required: Check only one)

7	Quantiland Name of house of the		
4	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial Last Name and Suffix (if applicable)		
	Lewis unidel - Regist morages		
_	(Required: Maximum 1000 characters ellowed)		
1 5	Question 2. Contract Information		
	Please include the following: a)Contract or Project Name b)Originating Department		
	(Department Management 1 April		
	(Required: Maximum 4000 characiers allowed)		
6	Question 3. Name of individual(s) or entity(les) seeking a contract with the city (i.e. parties to the contract)		
	hust Truck Centus of Toxas, Up DBA bust Truck cute-land		
	) 31 (63) 1724 (7)		
	(Required: Maximum 4000 cherecters allowed)		
1	Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(les) of the		
7	individual or entity listed in Question 3.		
	☐ Not Applicable ☑ It applies to my business		
<u></u>	(Required: Check only one)		
8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3		
	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of padner, parent, or subsidiary business entity(ies) in this section.		
	See Hortes		
ļ			
	(Optional: Maximum 4000 characters elfowed)		
1 9	Question 5. List any Individuals or antities that will be subcontractors on this contract		
<b>a</b>	Mot Applicable Trit applies to my business		
	(Required: Check only one)		

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20	Question 5. List any individuals or entities that will be subcontractors on this contract  If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.
<u></u>	(Optional: Maximum 4000 characters allowed)
1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract
	© Not Applicable ☐ It applies to my business (Required: Check only one)
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking
	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.
	(Opilonal: Maximum 4000 characters allowed)
3	Question 7. Disclosure of political contributions
3	List any campaign or officeholder contributions made by the following Individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any Individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, tobbyist, or consultant retained to assist in seeking contract (Question 6)
	□ Not Applicable □ It applies to my business (Required: Check only one)
24	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.
Ì	
	(Optional: Maximum 4000 characters ellowed)

2	III—detan am application
5	Updates on contributions required information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2	Question 8. Disclosure of Conflict of Interest
6	Are you aware of any (act(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?
	☐ I am aware of conflict of interest ☐ I am not aware of any conflict of interest (Required: Check only one)
2 7	8. Disclosure of Conflict of Interest
7	If you selected I am aware of conflict of interest is question 8, please list them in this section.
<u></u>	(Optional: Maximum 4000 characters allowed)
28	Question 9. Updates Required
	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
	I have read and understand this section (Required: Check if applicable)
2	Question 10. No Contract with City Officials or Staff during Contract Evaluation
ม	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.
	have read and understand this section (Required: Check if applicable)
3	Question 11. Conflict of Interest Questionnaire (CIQ)
0	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.  [VI have acknowledge that I have been advised
	(Required: Check if applicable)

3	Please complete in this section the required Information for your company: 1) Name 2) Title 3) Company or DBA 4)  Date  ALUS WOODE - NAME MINER  NUMBER TANK CARE - WILD 3/23/2013
	(Required: Maximum 4000 characters allowed)
3 2	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any altachments, to the best of my knowledge and belief are true, correct, and complete.  [In 1 swear or affirm information is correct (Required: Check if applicable)
3	Conflict of Interest Questionnaire  I have completed this section (Required: Check II applicable)
34	Non-Collusive Affidavit  A have completed and included this form (Required: Check if applicable)
3 5	Discretionary Contracts Disclosure  I have completed this section (Required: Check if applicable)

# 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.elhics.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 cartain 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. Filling Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Cartificate 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.

will comply with this form (Required: Check if applicable)

## 3 Terms and Conditions for Request for Bids

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to after the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of meterials 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 vandor.
- (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 submittels only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittels, 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: <a href="https://cityoflaredo.ionwave.nat/Login.aspx">https://cityoflaredo.ionwave.nat/Login.aspx</a>
- (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 Cli-E-8id. 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.
- (a) 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 slictly 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 laxes 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 harein 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 disadline 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 <a href="majorization-emailto-majorizat
- (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 fiting 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 precedures through the

City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Taxas 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 malifed.

#### 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, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas — Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

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

- (b) The City reserves the right to accept any Item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.S. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

  1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
- 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All involces 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 malled to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

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

Agree to the Terms and Conditions

(Required: Check if applicable)

Insurance Terms and Conditions

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

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

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

(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 Subcentractor.

(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 fimits of \$1,000,000 eachoccurrence, 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.

All ifability 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 orlmary coverage regardless of the application of other insurance.

7. Required limits may be setisfied 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) Specially certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- agree my insurance meets minumum requirements (Required: Check if applicable)

# 3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-0-098, 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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not beyoutt Israel and will not beyoutt 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 tran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

(Required: Check if applicable)

### | Contract Regulrements

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 amployees 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, claffication) 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 feat 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 affigure or fany 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 Leredo 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 GOMMISSION (Form 1295, Form can be downloaded and submitted through Clt-E-Bld system) Certificate of Interested Parties (Form 1295) Implementation of House Sill 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,

httos://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 tile 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,"

Thave read and understand this section (Required: Check if applicable)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required cert of the tier above that it will not and has not used Federal appropriated funds to pay any postulation or attempting to Influence an officer or employee of any agency, a member of employee of Congress, or an employee of a member of Congress in connection with obtain contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclost rederal funds that takes place in connection with obtaining any Federal award. Such discrementer to tier up to the non-Federal award.  By have read and understand this section required: Check if applicable)  By discrementation for Contracts will be ovaluated with a 5% preference for local vandors.  By I.S. A local Vision (Mission of Mission of Contracts will be ovaluated with a 5% preference for local vandors.  By I.S. A local Vision (Mission of Mission of Contracts allowed)  By the City of Contracts of Contracts allowed)  By the Contracts of Contracts allowed)  By the Contracts of Contracts allowed)  By the Contracts of Contracts allowed)  By the Contracts of Contracts allowed)	erson or organization for Congress, officer or Inling any Federal e any lobbying with non-losures are forwarded
the City of Laredo has established a local vendor preference ordinance 2018-0-175. All lequests for bids for contracts will be evaluated with a 5% preference for local vendors.    St   St   Ocal Vendo Union Officeral 2018-0-175   find the Property of the Contractors allowed	nformal and formal
****The following documentation shall be uploaded onto Cit-E-Bid*****  Product identification (Mfr.)	
****The following documentation shall be uploaded onto Cit-E-Bid*****  Product identification (Mfr.)	
, ,	
ype price schedule (dealer, jobber, etc.)	
rice Schedule Number	
tate of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Required: Check if applicable)	
Lines	
ackage Header	
·	
uantity: 1 UOM: PKG Total: \$	
SHOISCHISE. Totalbut copies 1454 f tills	No bid
	Additional notes
	Cackage Header  Section 1: Peterbilt Captive New Parts  Suantity:1 UOM: PKG

	Package Items			
	1.1 Percentage of Discount offered (Response required)			
i	Quantily: 1 UOM: EA	Total: 40 %		
	Manufacturer: Peterbilt OEM Parts	Additional notes		
	Supplier Notes:	(Atlach separate sheel)		
	1.2 Parts will be delivered within working days after receipt of order.			
	Quantity: 1 UOM: Working Days Price: \$ To	tal: \$ -0 -		
	Supplier Notes:	Additional notes		
		(Attach separate sheet)		
2	Package Header			
	Section II: Freightliner Captive New Parts			
	Quantity: 1 UCM: PKG Total: \$	-0		
	Manufacturer: Freightliner Captive New Parts	No bid		
	Item Notes: Please submit "0" for unit price	Additional notes		
1	Supplier Notes:	(Atlach separate sheet)		
	Package Items			
	2.1 Percentage of Discount offered (Response required)			
	Quantity: 1 UOM: EA	Total: () %		
	Manufacturer: Freightliner OEM Parts	Additional notes		
	Supplier Notes:	(Altach separate sheet)		
:	2.2			
	Parts will be delivered within working days after receipt of order.			
	Quantity: 1 UOM: Working Days Price: \$ To	tel: \$ - \( \)		
	Supplier Notes:	Additional notes		
		(Affech separate shoul)		
3	Package Header			
	Section III: International Captive New Parts	·		
	Quantity: 1 UOM: PKG Total; \$	7)		
	Manufacturer: International Captive New Parts			
	Item Notes: Please submit "0" for unit price	No bid Additional notes		
	Supplier Notes:	(Attach separate sheet)		

3.1 Percentage of Discount offered (Response required)  Quantity:1 UOM: EA	Package Items	<del></del>
Quantity: 1 UOM: EA	3.1 Percentage of Discount offered	
Manufacturer:   International OEM Parts   Additional notes (Adfach separate sheet)	Ougstibe 1 HOM: Få	Total C
Supplier Notes:    Additional pages   Additional notes   Additional no		
3.2 Parts will be delivered within 3 working days after receipt of order.  Quantity: 1 UOM: Working Days Price: \$ Total: \$		Additional notes (Attach separate sheet)
Supplier Notes:   Additional notes (Attach separate sheet)		<del></del>
Package Header  Section IV: MACK Captive New Parts  Quantity: _1	Quantity: 1 UOM: Working Days Price: \$	Total: \$ - 1
Package Header  Section IV: MACK Captive New Parts  Quantity: _1	Supplier Notes:	Additional notes
Section IV: MACK Captive New Parts  Quantity: _1		(Attach separate sheet)
Section IV: MACK Captive New Parls  Quantity: _1	Package Header	
Quantity: _1 UOM: PKG Total: \$	, — — — — — — — — — — — — — — — — — — —	
Manufacturer: MACK Captive New Parts  Item Notes: Please submit *0* for unit price  Supplier Notes: Additional notes (Attach saparate sheet)  Package Items  4.1 Percentage of Discount offered (Response required)  Quantity: 1 UOM: EA  Manufacturer: MACK OEM Parts Supplier Notes: Additional notes (Attach saparate sheet)  4.2 Parts will be delivered within working days after receipt of order.  Quantity: 1 UOM: Working Days Price: \$ Total: \$ O  Supplier Notes: Additional notes (Attach saparate sheet)  Package Header  Section V: GMC/Chevrolet Captive New Parts Quantity: 1 UOM: PKG  Manufacturer: GMC/Chevrolet Captive New Parts  Total: \$ O  No bid	Quantity: 1 UOM: PKG Total:	(\$ 7)
Item Notes: Please submit "0" for unit price	Manufacturer: MACK Captive New Parts	i
Supplier Notes:    Package Items	Item Notes: Please submit "0" for unit price	
Package Items  4.1 Percentage of Discount offered  [Response required]  Quantity: 1 UOM: EA	Supplier Notes:	
Quantity: 1 UOM: EA Total:		
Manufacturer: MACK OEM Parts	(Response required)	65
Manufacturer: MACK OEM Parts	Quantity: 1 UOM: EA	Total: 0 %
Package Header  Section V: GMC/Chevrolet Captive New Parts  Quantity:1	Manufacturer: MACK OEM Parts	****
Parls will be delivered within working days after receipt of order.  Quantity:1 _ UOM; Working Days Price; \$ Total; \$ O	Supplier Notes:	(Allech seperate shaet)
Supplier Notes:    Additional notes (Altech separate sheet)   Package Header	4.2 Parts will be delivered within working days after receipt of order.	<del></del>
Package Header  Section V: GMC/Chevrolet Captive New Parts  Quantity:1		Total: \$ -0
Section V: GMC/Chevrolet Captive New Parts  Quantity: 1 UOM: PKG Total: \$ - 0  Manufacturer: GMC/Chevrolet Captive New Parts  item Notes: Ptease submit "0" for yolt price	одругет тодез.	
Section V: GMC/Chevrolet Captive New Parts  Quantity: 1 UOM: PKG Total: \$ - 0  Manufacturer: GMC/Chevrolet Captive New Parts  item Notes: Ptease submit "0" for yolt price	Package Header	
Quantity: 1 UOM: PKG  Manufacturer: GMC/Chevrolet Captive New Parts  item Notes: Ptease submit "0" for yolf price		
Manufacturer: GMC/Chevrolet Captive New Parts  item Notes: Ptense submit "0" for yolt price	Section V: GMC/Chevrolet Captive New Parts	
item Notes: Please submit "0" for not price		\$ -0
	Quantity: 1 UOM: PKG Total:	_

Supplier Notes:	(Attach saparete sheet)
Package Items	
5.1 Percentage of Discount offered (Response required)	
Quantity: 1 UOM: EA	Total: 11 %
Manufacturer: GMC/Chevrolet OEM Paris	
Supplier Notes:	Additional notes (Attach separate sheet)
5.2 Parts will be delivered within working days after receip	t of order.
Quantity: 1 UOM: Working Days Price: \$	Total: \$ - D
Supplier Notes:	Additional notes (Attach separate sheet)

Supplier Information	
Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Notes	
By submitting your response, you certify that	you are authorized to represent and bind your company.
Print Name	Signelure

#### CLLA ON LYBERO PURCHASING DIVISION



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

#### MEDIUM/H,D, TRUCK OEM PARTS PLEET 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 annual service contracts from qualified vendors for the purchase of medium/H.D. truck OBM parts for the Flest Department

Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Larodo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://oltyoffaredo.jonwaye.net/Login.aspx

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and rend publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

Bid: Medium/H.D. Truck OEM Parts - Fleet Department FY23-040

Bids can be downloaded and submitted through Cit-P-Bid: Hand Delivered: City of Laredo - City Secretary https://cityoflaredo.lonwave.net/Login.aspx C/O Jose A. Valdez Jr. City Hall - Third Floor 1110 Houston Street Luredo, Texas 78640



# City of Laredo **Purchasing Division**

#### Notice to Bidders

Notice is hereby given that the City of Luredo is now accepting scaled bids, subject to the Terms and Conditions of this Invitation for Birls and other contract proylslons, for awarding annual contracts for the supply of OEM asplive parts for medium/H.D. trucks for the Flort Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Avo., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://oityoflaredo.lon.waya.net/Login.espx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Toxas 78040 uniii 5:00 P.M. on March 30, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on March 31, 2023.

Hand delivered bids are to be submitted in a scaled envelope clearly marked;

Bid; Medium/H.D. Truck OEM Parts - Fleet Department FY23-040

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

https://eltvoffsredo.lonwave.net/Login.ssnx

**Hand Delivered:** 

City of Laredo - City Secretary

C/O Jose A. Yaldez Jr. City Hall - Third Ploor 1110 Houston Street

Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 6th DAY OF MARCH 2023.

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

(b) Bidders shall make all investigations necessary to thoroughly inform themsolves 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 be reafter 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 compousation 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 husiness 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

(a) 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 on 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 bld 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-P-Bid system by going to the following link: https://cityoflaredo.lonwayo.net/Login.sapx

(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.

(e) Bids forms can be downloaded and printed through Cit-B-Bid. Malted Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile blds 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 misstetes 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 bld must include all items in the specifications.

(o) In the event that a bidder is delinquent in the payment of City texes on the day the bids are opened, including state and local laxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A hidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

City of Laredo Purchasing Division, 5512 Thomas Ave. Laredo, Toxas 18042 (956) 794-1733 Fax (956) 790-1805 Email puldaprifici laredo la una Page 3 of 26

(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 rans, 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 desired necessary.

(h) The City may walve 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 bld 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

mpascador@cl.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 eddendum 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

(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

(b) To be performed by protesting vandor: 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 yender 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 aubmitted via Certified Mail to: City of Laredo - Purchasing Agent

5512 Thomas Ave. Larodo, 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 recoipt of supplies or service or from the date a correct invoice is received, whichever is the interdate. Payment is deemed to be usade on the date

the check is mailed.

9.0 INTENT OF CONTRACT

ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the auniversary 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 hudgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one secondary vendor for each section of this contract. 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 bill documents."

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

City of Laredo specifications.

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

(d) Prices must be quoted P.O.B. Destination, Laredo, Toxas, 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

(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 chousing tota at the City Council meeting chambers.

(g) The City of Larede 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

Lando 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 nanceled.
- 4. 4. Contract (erms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING

(a) All involces 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 invoicus 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.

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

Jorgo J. Jolly,

Accounts Payable Manager

956-791-7328

liolly@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, ARCHITECTURB, 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 BNGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A liceased 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 antities 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 onglucering 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(a) shell 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 offect 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 demage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) harards, Coverage must be written on an cocurrence 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 exch-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 certier) must be maintained during the full term of the contract.

(6) Any Subcontractor(s) thired 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 Latedo

accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Limbility Insurance form may be used in Hen of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 cachоссителес, 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

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-renowal 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.

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

- 8. Contractor may maintain reasonable and customary deductibles, subject to approved 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 Toxas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Cortificates 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

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. Upon request, Contractor shall flunish The City of Laredo with vertified copies of all insurance policies.

Cardificates of insurance are always subject to review and approval from the City of Laredo Risk Managoment

- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
  - (i) Awarded vendor is required to maintain current and active all; certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF BITHICS ORDINANCE 2012-0-126

Vandors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethios.

14.2 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 eality, is probibited 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 confact provision shall conclude when the contract is awarded. If confact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by

City of Curedo Perchastog Division, 5512 Thomas Ave., Lando, Texas 74041 (956) 794-1733 Fax (956) 790-1805 Email raidance of leveloticus Pigo 7 of 26

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 into.

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 Questionneirs,

4. Non-Collusive Affidavit

5. Discretionary Contracts Disclosure

Cortificate of Interested Parties (Form 1295) \*\*Upon Award of Bid Only \*\*

14.5 CONFLICT OF INTEREST FORMS (Anached)

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 antities. 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.

14.6 TRXAS BYFICS 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 Toxes 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 cutity or state agency may not enter into certain contracts with a business eatity 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 wole 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 Bibies 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 oligible for debarment from the City of Laredo pursuant to Ordhannee No. 2017-O-098, and that it is not an agent of a person or entity that is currently debatted from receiving contracts from any political subdivision or agency of the Stale of Texas. The contract parties are further prohibited from making any award at any lier 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 incligible for participation in Pederal

Assistance Programs under Executive Order 12549. The purties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it; (1) does not boyout Israel; and (2) will not boyout Israel during the term of the contract. The signatory executing this contract on behalf of company verifics that the company does not boyout Israel and will not boyout 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 filer 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 Medium/H.D. Truck OEM Paris Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the supply of ORM captive parts for medium/H.D. trucks for the Floot 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: <a href="https://cityoflaredo.com">www.cityoflaredo.com</a> or through Cit-E-Bid: <a href="https://cityoflaredo.com">https://cityoflaredo.com</a> or through Cit-E-Bid:

Point of Contact

Scaled bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:

Mr. Rouald W. Miller @ (956) 727-6450 or o-mail miller@chlaredo.tx.us

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid by Merch 13, 2023 before 2:00 PM.
- 17.0 General Requirements
- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements. There will be one primary vender and one secondary vender for each section.
- 17.4 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.
- 17.5 When contractor cannot shide by the terms and conditions to fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 17.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 17.7 All involves must be submitted in duplicate and show each purchase order number. Items billed on involves must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and not unit prices, extensions and not total prices must be shown.
- 17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the transfacturer, latest offective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

- 17.9 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his subhorized representatives to inspect the portinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, affective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 17.10. Vendors must be factory authorized dealers capable of providing OBM replacement parts and services for the City's vehicle floot. All parts used in complying with this contract must be equal to or better than the original part.
- 17.11 Bids for parts exceeding the suggested ORM retail price will be rejected.
- 17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 Specifications
- 18.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vahioles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vahioles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Flest personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of iwenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.
- 18.3 Invoices:
  - 18.3.1 Must be legible and reference a valid purchase order number.
  - 18.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.
  - 18.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 18.4 City of Laredo personnel may pickup parts from Contractor's facility.
- 18.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.
- 18.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.
- 19.0 Award of Contract
  This contract will be awarded

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas — Local Government Code. There will be one primary and one secondary vendor for each section of this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

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

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shell govern the amount that is purchased and change orders shall not be applicable.

19.1 <u>Disolosure of Interested Parties</u>

Section 2252.908 of the Texas Government Code requires a business entity entering into cortain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity arbmits the signed courtact to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging flut the disclosure is made under oals and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252 908 applies only to a contract entered into on or after Ian. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the <u>Texas Estics Commission</u> website. Once the form is submitted and given a unique registration number, the business entity must manually slight the form and have it notarized. The form should be sent to the government onlity which will then verify the form on the Texas Ethics Commission website.

#### 20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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 Larado City Council, subject to and contingent upon appropriation of funding therefore. All annual contract shall be 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. Sald month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract will shall be the responsibility of and administered by the vonder and the City of Laredo Fleet Department.

#### City of Laredo Purchasing Division

21.0 Price Adjustmentanana

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments operardly 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 multial consent from both parties and he supported by appropriate documentation. The City will not take action to intentionally delay lagitimate manufacturer unit price increases. The City of Laredo reserves the right to cancal 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 messcador@oi.laredo.ts.us

22.0 Termination of Contract

This contract shall be for an initial period of one year or twelve 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 limital period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of boling required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Suburksion

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 £295)

# 24.0 Bidder Information Questionnaire

# Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Doggett Freightilner of South Texas
Signature Date 03/30/2023 of person authorized to sign bld
Print Name Dustin Smith of person authorized to sign bid
Title: Controller
Business Address: 12002 FM 1472
City, State, Zip Code: Laredo, TX 78041
Telephona Number: 956-718-3402 Fax Number:
Contact Person Briail Address: dustin.smith@doggett.com
Pederal Tax ID Number: 46-3732669
Biddors Principal/Corporate Place of Business Address: 9111 North Fwy, Houston, TX 77037
Indicated Status of Business:
Corporation X Partnership Sole Proprietorship Other:
If other state business status:
State how long under its present business name; _ 10 years
If applicable, list all other names under which the Business identified above operated in the last five years.
Will bidder/proposer provide a copy of he financial statements for the last two years, if requested by the City of Leredon Yes No
Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes No.
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business cultiv? Yes the if yes, offer need to explain the expected impact both in organizational and directional terms.
Bas the Business over been declared "not responsive" for the purpose of any governmental agency contract award? Yes No.
Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared incligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes // No
Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.
He she government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes No.
is the Business in errears in any contract or debt? Yes No
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 / No.
State if company is a certified minority business enterprise:
Historically Understillzed Business (HUB): Yes No Disadvantaged Business Enterprise (DBB): Yes No
Smell Disadvantaged Business Enterprise (SDBC) Yes No Other: Piesse specify
This company is not a certified minority business:
The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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25.0	Price Sc	Led u lo

# 25.1 Section I: Peterbilt Captive New Parts

Percent of discount offered	
	<u>       10        </u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Parls will be delivered within 3-5 working days after receipt of order.

# 25.1 Section II; Freightling Captive New Parts

Percept of discount offered	25_%
Product identification (Mfl.)	DTNA
Type price schedule (dealer, jobber, etc.)	dealer
Price Schedule Number	The same of the sa
Date of price schedule	
Price schedule commun on which discount is based	
(i.e. distributor, not, wholesale	

Parts will be delivered within 3-5 working days after receipt of order,

### 25.3 Section III: International Captive New Parts

Persont of discount offered	10_%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedulo	
Price schedule caluret on which discount is based (i.e. distributor, not, wholesale	

Parts will be delivered within 3-5 working days after receipt of order.

•	CITY OF CARELIO PURCHASING DIVISION
25.4	Section IV: MACK Captive New Parts
	Percent of discount offered
	Product Identification (Mft.)
	Type price schadule (dealer, jobber, etc.)
	Price Schedule Number
	Date of price schedule
	Price schedule column on which discount is based
	(Le. distributor, not, wholesale
	Parts will be delivered within $3.5$ working days after receipt of order.
25.5	Section V; GMC /Chevrolet Captive New Parts
	Percont of discount offered
	_15 %
	Product Identification (Mfr.)
	Type price schedule (dealer, jobber, etc.)
	Price Schedule Number  Date of price schedule
	Price tchedule column on which discount is based
	(1.c. distributor, not, wholesale
	Parts will be delivered within $3-5$ working days after receipt of order.
	Company Namo: Doggett Freightliner of South Texas  Cover/President Namo: Lealie Doggett
	Owner/President Name: Leslie Doggett
	Company Address: 12002 Fm 1472
	City, State, Zip Code: Larada, TX 78045
	Company Authorized Representative's Signature:
	Company Representative's Name: Guillerano Medrano
	Signature on this form indicates agreement with "Instructions to Bidder - General Torms and Conditions, pricing and all specifications listed on this document."

#### City of Laredo Purchasing Division

### 26.0 Conflict of Interest Disclosure

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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 lest 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 (3) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure elatements 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 <a href="http://www.ethics.state.tx.us/whatsnew/conflict.forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict.forms.htm</a>.

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. Mombers of the Building Standards Board
- 8. Parks & Lelsure Advisory Committee Member,
- 9. Historic District Land Board Member,
- 10. Etbles Commission Board Momber,
- 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

A CACAMOUNG DIVISION	<u> </u>
HAVE READ THIS FORM AND ATTEST THAT THERE IS NO COMPETET OF INTEREST THUS NO LOCAL GOVERNMENT CODE EXISTS	LUCI ANGLI MI
LOCAL GOVERNMENT CODE EXISTS	VIOLATION OF SECTION 178,008,
Dirth Sight	
Name Standard P.Co	
CONFLICT OF INTEREST QUESTIONNAIRE	EODH CIO
For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 178, Local Government	Oate Received
ocal governmental entity and the person meets requirements under Section 176,003(a).	
By law this mestionneign much be start with the seconds and the seconds.	
By law this questionnairs must be filed with the records administrator of the local governmental smithy not later than the 7th business day after the date the person becomes awars of (acts that traditive the violence) to be filed. See France 470 and	
hat require the statement to be filed. See Section 178.008, Local Govarnment Code,	
A person commits an offense if the person knowingly violates Section 178,008, Local	
1 Class C Witgenesure:	
Name of person who has a business relationship with local governmental entity.	
A Santalation official	
NA	
N/A	
Check this box if you are filing an update to a previously filed questionnaire.	
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AFFIDAYIT

Project:

Form of Non-Collusive Affidavit

**AFFIDAVIT** 

STATE OF TEXAS

COUNTY OF WEBB ()

Being first duly sworn, deposes and says:

That he/she is Confroller
(a Partner of officer of the firm of, etc.)

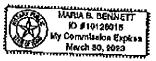
The party making the feregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any adventage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:

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

Subscribed and swom before me this 25 Mday of 774.00 23

My commission expires:



Discretionary Contracts Disclosure



# City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

OEM Posts Signature
OEM Parks Signature
OEM Parks  Signature
OEM Parks  Signature
OEM Ports  Signature
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□ Subcontractors may be retained, but have not been selected at the time of this submission.  □ List of subcontractors: □ List of subcontractors: □ List of subcontractors: □ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. □ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. □ List any campaign or officeholder contributions made by the following individuals in the pest 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 contract with the city (Quastion 3)  a) Any individual seeking contract with the city (Quastion 3)  b) Any owner or officer of scality seeking contract with the city (Quastion 3)  c) Any individual or owner or officer of any antity 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 sesist in seeking contract (Question 6)  Ci Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.  □ List of contributors: □ Undates on Contributions Required	The projection of the property of the property of the property of the project of
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Updates on Contributions Required	□ List of contributors:
	Updates on Contributions Required
Information regarding contributions must be updated by subulsaion of a ravised form from the date of the aubmission of this form, up through the time City Council takes selicu on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	or ions voice? An intensit rife time cold resulting lakes section on the contract (standers) in sections at the cold in the co
48, Disclosure of confilet of Interest	8. Disclosure of conflict of interest
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Bihics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	2.01 of the Billian Code for any City Collect Member of Denyt/Commission member that has not an add and the section of

CITY OF LAREDO PURCHASING DIVISION II am not aware of any conflict(s) of interest issues under Section 2.01 of the Bibles Code for members of City Council or a city board/commission. ☐ I am aware of the following conflict(s) of interest: \*Acknowledgements **Ondates 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 section 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. [INo Contract with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Bibles Code by respondents or their agents may lead to disqualification of their offer from consideration. \*Conflict of Interest Questionnairs (CIQ) Chapter 176 of the Local Government Code requires contractor and vandors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary. [II] 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 Disorctionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and bolief are true, correct, and complete. Dogget French Hier of Solly Tabes

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, sond to:

City of Laredo P.O. Box 579 Laredo, TX 78042-0579

# 29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <a href="https://www.ethica.siate.tx.us/tee/1295-info.htm">https://www.ethica.siate.tx.us/tee/1295-info.htm</a>.

Implementation of House Bill 1295

### 29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the husiness entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### 29.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Bihics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Displosure of Interested Parties Porm

CERTIFICATE OF INTE	RESTED PARTIES		FORM 129
Complete Nos. 1 - 4 shd 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested perdes. Il there are no interested parties.	OFI	(OH USE ONLY
Popalt Freighthin Name of governmental unity or state which the form to being filed. City of Londo	and the city, state and bountry of the bo	for	
Provide the identification number us and provide a description of the good	ad by the governmental entity or state to ar services to be provided under the	agency to track or id contract	entify the confrast
Name of Interested Party	Gly, State, Country	Meture of interest (phack applicable	
	(p)ace of business)	Controlling	Intermediary
			1
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Point provided by Taxas Ethics Contributor

Whyw.ethice.etate.buse

Adopted 16/5/2016

\*\*\*\*\*\*\*Form does not need to be notarized\*\*\*\*\*

### 30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on March 30, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2023.

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

Bid: Medium/H.D. Truck OEM Parts - Fleet Department FY23-040

Bids can be downloaded and submitted fluough Cit-E-Bid; https://cityoffgredo.jopways.net/Login.aspx

OF

Hand Delivered:

City of Laredo - City Secretary -C/O Jose A. Valdez Jr. City Hall - Third Phoor 1110 Houston Street Laredo, Texas 78040



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# CITY OF LAREDO VENDOR APPLICATION FORM



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# **CITY OF LAREDO**

# VENDOR PAYMENT REMIT TO INFORMATION REQUEST FORM



1993 Vendor Information VENDOR NAME: (AS IDENTIFIED BY THE INTERNAL REVENUE SERVICE) Doggett Freightliner of South Texas, LLC PAYMENT ADDRESS INFORMATION STATE ZIP CODE PO Box 670688 Houston, TX 77267 PHONE: FAX: E-MAIL ADDRESS: (346)378-9698 digaccounts.payable@doggett.com SELECT APPROPRIATE TITLE SOLE PROPRIETORSHIP XUMITED PARTNERSHIP C PARTNERSHIP I CORPORATION | 7 PROFESSIONAL ASSOCIATION SOCIAL SECURITY NUMBER: (IF OTHER THAN CORPORATION/PARTNERSHIP) FEDERAL EMPLOYER'S IDENTIFICATION # 46-3732669 ECRETEY HAT THE ABOVE INFORMATION AND FOREGOING IN ORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACES AND AGREE TO DAILY AMOUNTY THE PURCHASING CAME AND ROLLS OF THE STREET AND ANY SUBSECUENT REVISIONS THEREOF. NAME OF PERSON AUTHORIZED TO SIGN THIS APPLICATION: TITLE: Dustin Smith Controller SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION: DATE: 03/28/2023 SEND OR RETURN COMPLETED FOR TO: OR E-MAIL TO RESPECTIVE PURCHASING REPRESENTATIVE: CITY OF LAREDO - PURCHASING DIVISION Miguel A. Pescador, Purchasing Agent: mpascador@ci.laredo.tx.us SS12 THOMAS AVE. Enrique Aldape: exidape@cl.laredo.tx.us LAREDO, TÉXAS, 78041-0679 Brenda Martinez: bmartinez@cl.laredo.tx.us PHONE: (956) 794-1730 Margarità Bosquez: mbosquez@cl.iaredo.tx.us FAX: (956 790-1805 Tania Herrera: therreral@cl.larado.tn.us Frank Miranda: fmiranda@ci.farado.tx.us Kendra Rodriguez: krodriguel@ci.laredo.tx.us

(Rev. October 2018) Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

requester. Do not

send to the iRS. ► Go to www.ira.gov/FarmiW9 for instructions and the latest information. 1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Doggett Freightliner of South Texas, LLC 2 Business name/disregarded entity resme, if different from above \$ Check appropriate box for federal tax disselfcation of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply party to certain entities, not individuals; see SCREET VO instructions on page 3): Individual/sole proprietor or single-member LLC ☐ Trust/estate Exempl payes code (il sny) Chrited lability company. Enter the less classification (C=C corporation, S=S corporation, P+PsAnership) 
 □ Note: Check the appropriate box in the line above for the fax classification of the single-member owner. On not check LLC If the LLC is classified as a single-member LLC that is damaged from the ewing unless the owner of the LLC is another LLC that is not damaged from the owner for U.S. federal lax purposes. Otherwise, a single-member LLC that Exemption from FATCA reporting (yns ii) eboo is disregarded from the owner should check the appropriate box for the lex classification of its owner Other (see instructions) > Remit to: والأبارية بالأماسة ومحملات والمراكزة والالالمانية 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (options) 9111 North Freeway P.O. Box 670688 6 City, siete, and 242 code Houston, TX 77037 Houston, TX 77267 7 List account number(s) here (options) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Sacial security number beckup withholding. For individuals, this is generally your social security number (SSN). However, for a resident after, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number [EIN]. If you do not have a number, see How to get a T/N, later. Note: If the account is in more than one name, see the instructions for fine 1. Also see What Name and Employer Identification humber Number To Give the Requester for guidelines on whose number to enter, 6 3 3 2 Certification Part # Under panalties of parjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or term waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Reverue Service (IRS) that I am subject to backup withholding as a result of a fallure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. diszen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because

certainment interestions, from most cross deciring a govern you have been notined by the that that you are correctly subject to backup virtunolong becayou have failed to report all interest and dividends on you have driven. For real astatic transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual reference arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Signature of Here U.S. person ► Dale > 01/09/2023

#### General Instructions

Section relarances are to the internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requested who is required to 98 an information return with the IRS must obtain your correct texpayer Identification number (TIN) which may be your social security number (SSN). Individual taxpayer identification number (TIN), adoption texpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the emount paid to you, or other amount reportable on an information return. Examples of information refurns include, but are not imited to, the following.

Form 1089-INT (interest earned or paid)

- Form 1099-DiV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross Graceeds)
- Form 1099-B [stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home morigage interest), 1098-E (student loan interest), 109B-T (luition)
- Form 1069-C (canceled debit)
- Form 1099-A (sogulation or abandonament of secured property)

Use Form W-9 only if you are a U.S. person (including a resident ation), to provide your correct TIN,

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding. là er,

Give Form to the



Corporate Office Houston P.O. Box 670688 Houston, TX 77267 (281) 249-4588 dtgaccounts.payable@doggett.com

#### **BANK REFERENCE**

Wells Fargo Bank, N.A. 420 Montgornery St., San Francisco, CA 94104

TEL: (281) 362-6646 FAX: (281) 362-6611 CONTACT: Lix Keller ACCOUNT NO: 4941655003

FEDERAL TAX ID: 46-3732669

DUNS # 079255743

#### **VENDOR REFERENCES**

#### 1. TEXAS AUTO CARRIERS

5765 Bicentennial, San Antonio, TX 78219 TEL: (210) 666-3333 FAX: (210) 666-3058 Jana.morris@texasautocarriers.com Account No. DO2020

#### 2. HOLT COMPANY OF TEXAS

S66S SE Loop 410, San Antonio, TX 78222 TEL: (210) 648-1111 veronica.brokaw@holtcat.com Account No. 0448970

#### 3. TOYOTA LIFT OF SOUTH TEXAS & EL PASO

7110 North Freeway, Houston, TX 77076 TEL: (713) 675-7000 angela.white@doggett.com

4. Larry's Driveshaft Service 5725 \$ 29th \$1, Fort Smith, AR 72908 Tel: (479) 646-4924 [ds001@sbcglobal.net

#### 5. CHAMPION LABORATORIES

P.O. 80x 50757, St. Louis, MO 63150 YEL: (618) 445-6011 FAX: (601) 445-5215 200y.semidey@firstbrandsgroup.com

Doggett Freightliner of South Texas, LLC

San Antonio 8700 IN 10 E441 Converse, TX 78109 (\$45) 354-6378

Laiedo 42002 FAI 1172 Laredo, La 78015 (888) 721-7173

Phair 3103 H. Coga Olyd Phair, TX 78527 (885) 402-1409 81 Page 1357 X Horizon Blod 84 Paso, TX 79929 (8001 778-7817



# Texas Sales and Use Tax Resale Certificate

Marne of purchaser, firm or egency as shown on permit		Phone (Area code and	nomberi
DOGGETT FREIGHTLINER OF SOUTH TEXAS, L	LC		B-37B-9705
Address (Street 4 number, P.O. Box or Route number)			
9111 NORTH FREEWAY			
City, State, ZIP code HOUSTON, TX 77037			, <u>, , , , , , , , , , , , , , , , , , </u>
Towas Sales and Use Tax Permit Number (must contain 11 digits)		· <del></del> • · · · · · · · · · · · · · · · · · · ·	- <del></del>
1 4 6 3 7 3 2 6 6 9 6			
Out-of-state retailer's registration number or Federal Taxpeyers Registry (RFC):	number for retailors based in Mexico		
(Relaiters based	in Mexico must also provide a cop	v of their Mexico rea	istration form to the seller t
i, the purchaser named above, claim the right to mak items described below or on the attached order or inv	Olce) from:		rable
Seller		- <del>-</del> -	
Street address:			
City, State, ZIP code:			
			<del></del>
Description of items to be purchased on the attached order	er er involca:		
PARTS OR MISCELLANEOUS ITEMS FOR RESAL			
TARTO ON MIGGELLAREODS TEMS FOR RESAL	.E		
	· · · · · · · · · · · · · · · · · · ·		
Description of the type of business activity generally engi	ngad la ar hmp of itams assessed		
		A sour my fue britch	18 <b>5</b> 04:
TRUCK SALES, PART SALES, SERVICES REPAIR	5		
	· ·		
The taxable ilems described above or on the attache geographical limits of the United States of America, its til Maxican States, in their present form or attached to other	orritories and possessions or w	sold irented or le fithin (he geograp)	ased by me within the ilical limits of the United
I understand that if I make any use of the items other than re I must pay sales tax on the items at the time of use bas period of time used.	tention, demonstration or display sed upon either the purchase p	rwhile holding then rice or the fair ma	n for sale, lease or rental. rket rental value for the
t understand that it is a criminal offense to give a resate or are purchased for use rather than for the purpose of resat may range from a Class C misdemeanor to a felony of the	8, lease or rental, and depending	ilems that I know g on the amount of	at the time of purchase I tex evaded, the offense
Purchaser A	Tue	<del></del>	Date
sign here	ACCOUNTING MA	NAGER	1/1/2023
	- IOOO OTT ING INA		11 11 2023

This certificate should be furnished to the supplier.

Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.



Name of purchaser, firm or agancy

# Texas Sales and Use Tax Exemption Certification This certificate does not require a number to be valid.

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC		
Address (Street Enumber, P.O. Box or Route number)	Phone (Area code and	numberi
9111 NORTH FREEWAY		6-378-9705
City, State, ZiP code		
HOUSTON, TX 77037		
I, the purchaser named above, claim an exemption from items described below or on the atlached order or invoice	n payment of sales and use taxes (for the poet) from:	ourchase of taxable
Seller:		
Street address:	· · · · · · · · · · · · · · · · · · ·	
Description of items to be purchased or on the attached order	er or invoice;	
PARTS OR MISCELLANEOUS ITEMS FOR RESALE		
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Purchaser claims this exemption for the following reason:		
Purchaser claims this exemption for the following reason: PURCHASE FOR RESALE		
PURCHASE FOR RESALE	E2  \$2 95 or use tuyes which may become due	
PURCHASE FOR RESALE  I understand that I will be liable for payment of all state and to	cal sales or use taxes which may become due	for fallure to comply with
PURCHASE FOR RESALE  I understand that I will be liable for payment of all state and for the provisions of the Tax Code and/or all applicable law.		
PURCHASE FOR RESALE  I understand that I will be liable for payment of all state and too the provisions of the Tax Code and/or all applicable law.  I understandthat it is a criminal offense to give an exemption certification.	ificala lotha seller (ot laxable ilems that ikony a	lihe limaafawebaseill
I understand that I will be liable for payment of all state and for the provisions of the Tax Code and/or all applicable law.  I understandthat it is a criminal offense to give an exemption certibe used in amanner other than that expressed in this certificate.	ificala lotha seller (ot laxable ilems that ikony a	lihe limaafayrehooiil
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PURCHASE FOR RESALE  I understand that I will be liable for payment of all state and too the provisions of the Tax Code and/or all applicable law.  I understandthat it is a criminal offense to give an exemption certibe used in amanner other than that expressed in this certificate.  Class C miscemeanor to a falcory of the second degree.	ificala lotha seller (ot laxable ilems that ikony a	lihe lima afaureboseill

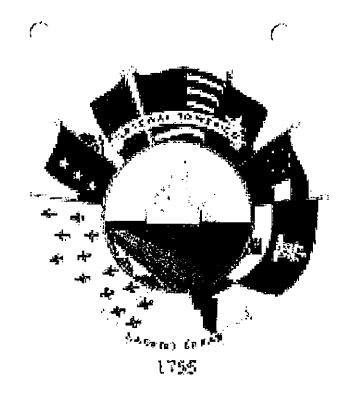
NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do  $\underline{not}$  send the completed certificate to the Comptroller of Public Accounts.

ACORD

CERTIFICATE OF LIABILITY INSURANCE DATE (MILIODAYYYY) 05/02/2022 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMENO, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORYANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SURROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE IAC. No. Pull E-HAR. ACORESS: PRODUCER Marsh USA Inc. 2929 Allien Parkway, Suite 2500 Houston, TX 77019 FAX NSCREMS1AFFORDING COVERAGE CH121715044--Std-22-23 BESURER A : Amerisare Partners in purance Company NEWRED Coggott Fragitines of South Texas, LLC WAURER B : Federated Mutual Insurance Company 133.6 12002 FM 1472 NSURER C. Larado, TX 78045 MŞURERD: NSURER 2: MEURERF. COVERAGES CERTIFICATE NUMBER: HOU-003779823-03 REVISION NUMBER: 0 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH HESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERBIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBA INSO WVD POLICYEFF POLICYEND TYPE OF IKSURANCE POLICY NUMBER YTURKU JARBERG ALIGERALUÇO EACH OCCURRENCE
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PREMISES (En cocurrence) CLAINSHADE LOCCUR LED EXP (Any one person) PERSONAL & ADVINJURY GENL AGGREGATE LIUIT APPUES PER DEMERAL AGGREGATE POUCY PRO LOC PRODUCTS - COMPANY ADG OTHER. R AUTOMOBIL É LIABILITY 6130851 05/01/2022 05/01/2023 COVERSED SHOLE LIVIT 500,000 OTUA YMÁ BOOLY INJURY (Pre payor) OMNED AUTOS ORLY HRED AUTOS CHLY SCHEPURED AUTOS HONOVAED AUTOS ONLY . ... BODILY INJURY (Per account) PROPERTY DAVIAGE UMBRELLA LIAB Х 81.7352 X DECUR 05/01/2022 05/01/2023 10,000,000 **ÉACH OCCURRENCE** ٤ excess LMB CUAMS MADE AGGREGATE GEO X RETENTIONS 10,000 WORKERS COMPENSATION AND EMPLOYERS LIABILITY WC2100236 กรถเขตจ X PER OTHE ANYPROPRIETORPARENERENEELECUTIVE OFFICERMENSEREXCLUDED E L EACH ACCIDENT 1000,000 Hill of Yorks 1000 000 E L DASEASE . EA EMPLOYEE & Type, describe under DESCRIPTION OF OPERATIONS before 1000,000 6 L DISEASE - POLICY LIVING 5 В Garage/General Liability 8130851 05/01/2022 05/01/2023 Each Accident 500 G00 .... iggisgale. DESCRIPTION OF OPERATIONS/LOGGATIONS/VEHICLES (ACORD 10). Additional Remarks Scharles, may be stracked if more speep is required) CERTIFICATE HOLDER CANCELLATION To Whom a May Concern SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE CO Doggett Freg Miner of South Texas. THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, 9111 Harth Free way Housika (\* 7703) AUTHORIZED REPRESENTATIVE Marsh USA Tuc.

		AGEN	ICY CUSTOMER ID: CN121715044		
			LOC#: Housion		
ACORD"	ADDITIONAL	- REMA	RKS SCHEDULE	Page	2 of 2
AGENCY Marsh USA (Ac			NAMEO INSURED		
POLICY NUMBER		<del>_</del>	Copyet Frequency South Faxes CLC 12000 FM 1472 Lando, TX 78045		
CARRIER	<del></del>	RAIGCODE		<b>-</b>	
ADDITIONAL REMARKS		<del></del> -	OFFICINE DATE:		<del></del> -
"	S FORM IS A SCHEDULE TO ACO	RD FORM			
FORM NUMBER: 25	FORM TITLE: Certificate of Lie	bility Insura	nce		
· <del>-</del>					<u> </u>
Garageheepers Liability Policy: 613(45) (Mactive Date: 5/1/2022 Expiration Date: 5/1/2023 Comprison \$8,250,000					



# GY2830A0Medium/PipartotkOFMParts Andy s'Auto Air & Supplies, Inc Supplier Response

# **Event Information**

Number:

FY23-040 Medium/H.D. Truck OEM Parts

Title: Type: FY23-040 Medium/H.D. Truck OEM Parts Request For Bid

Issue Date: 3/6/2023

Deadline:

3/30/2023 05:00 PM (CT)

#### Contact Information

Contact: Enrique Aldape III

Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue Laredo, TX 78041

Phone:

956 (794) 1733

Fax:

956 (790) 1805

Email:

ealdape@ci.laredo.tx.us

# Andy's Auto Air & Supplies, Inc Information

Contact:

Robert Rosas

Address:

11901 Sara Road

Laredo, TX 78045

Phone:

(956) 722-7321

Email:

robert@andys-air.com

Web Address: http://andysautoair.com/

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

Roberto Rosas

robert@andys-air.com

Email

Signature

Submitted at 3/24/2023 05:09:53 PM (CT)

## Supplier Note

A/C PARTS 20% DISCOUNT

## Response Attachments

#### Affidavit.pdf

**Affidavit** 

Form 1295.pdf

Form 1295

Form CIQ.pdf

Farm CIQ

Hub Certificate- Andys.pdf

HUB

**DBE Certificate.pdf** 

DBE Certificate

SCTRCA CERTIFICATE TO 4-30-2024,pdf

**SCTRCA Certificate** 

insurance Certificate- Andy's.pdf

Insurance Certificate

Discretionary Contracts Disclosure.pdf

Discretionary Contracts Disclosure

#### **Bid Attributes**

#### | Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Andy's Auto Air & Supplies, Inc. # 958-722-7321 # Roberto Rosas

3 State how long under has the business been in its present business name

43 years

4 If applicable, list all other names under which the Business identified above operated in the last five years

Andy's Auto & Bus Air, Inc.

5 State if the Company is a certifled minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

ΝÂ

- 7 Questions Part 2
  - 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have figuidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

8 State if the Company is a certified minority business enterprise

Historically Underutlized Business (HUB)

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250,00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form ClQ) Include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

### 1 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.S. 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.

### 1 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

### 1 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

1 This is a

New Submission

### Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Roberto Rosas

### 1 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY23-040 Medium/H.D. Truck OEM Parts - Fleet Department

1 Question 3. Name of Individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Andy's Auto Air & Supplies, Inc.

1 Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(les) of the individual or entity listed in Question 3.

Not Applicable

1 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the Individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

N/A

1 Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

2 Question 5. List any individuals or entitles that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

NΑ

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

NA

Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following Individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any alterney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

2 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

NΑ

2 Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

2 Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

### 2 Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section (I have read and understand this section)

### Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section).

### 3 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised (I have acknowledge that I have been advised).

### 3 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Roberto Rosas / General Manager / Andy's Auto and Air Supplies, Inc.

### 3 Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

### 3 Conflict of Interest Questionnaire

☑ I have completed this section (I have completed this section)

### 3 Non-Collusive Affidavit

☑ I have completed and included this form (I have completed and included this form)

### Discretionary Contracts Disclosure

☑ I have completed this section (I have completed this section)

### 3 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/lec/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. Filling Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

If will comply with this form (I will comply with this form)

### 3 Terms and Conditions for Request for Bids

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

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

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or fallure 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 8ids 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 scaled 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: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a old 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 efter they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo Purchasing Agent 5512

Thomas Ave. Laredo, Texas 75u41.

### 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, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

### 10.0 AWARD OF CONTRACT

(a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. This contract will be awarded to one primary vendor and one secondary vendor for each section of this bid.

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

- "Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to evoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

  1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

  11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the

Accounts Payable Office, City ruall, and PO. Box 210, Laredo, Texas 78042.

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

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

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

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDAROS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

### 3 Insurance Terms and Conditions

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

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

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

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

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the Insurance company or its authorized agent and shall contain provisions representing and warranting the following:

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

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

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

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

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

🖾 I agree my insurance meets minumum requirements () agree my insurance meets minumum requirements)

### 3 Disqualification & Debarment Certification

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

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

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract, S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental antity, 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.

It certify to the terms and conditions (I certify to the terms and conditions)

### Contract Requirements

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

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

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

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of RFP Only\*\* 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parlies (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parlies 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.

Changes to Form 1295:

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

I have read and understand this section (I have read and understand this section).

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

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

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

☑ I have read and understand this section (I have read and understand this section)

### 4 Ordinace 2018-0-175

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

No response

### 4 Required Documentation

\*\*\*\*\*The following documentation shall be uploaded onto Cit-E-Bid\*\*\*\*\*

Product identification (Mfr.)

Type price schedule (dealer, jobber, etc.)

Price Schedule Number

Date of price schedule

Price schedule column on which discount is based (i.e. distributor, net, wholesale

☑ Yes (Yes )

### **Bid Lines**

1	Package Header		
	Section I: Peterbilt Captive New Parts		
	Quantity: 1 UOM: PKG	Total:	No response
	Manufacturer: Poterbilt Captive New Parts		
	Item Notes: Please submit "0" for unit price		
	Supplier Notes: A/C Parts 20% off list price		
	Package Items		
	1.1 Percentage of Discount offered		***
	Quantity: 1 UOM: EA	Те	otal: 20%
	Manufacturer: Peterbilt OEM Parts		
	Supplier Notes: A/C Parts		

	1.2 Parts will be delivered within working days after receipt of order.		
	Quantity: 1 UOM: Working Days Price: No response	onse Total: No respo	onse
	Supplier Notes: 2-3 working days		
2	2 Package Header		
	Section II: Freightliner Captive New Parts		
	Quantity; 1 UOM: PKG	Total: No respo	inse
	Manufacturer: Freightliner Captive New Parts		苛
	Item Notes: Please submit "0" for unit price		
	Supplier Notes: A/C Parts 20% off list price		
	Package Items		
	2.1 Percentage of Discount offered		
	Quantity: 1 UOM: EA	Total: {	20%
	Manufacturer: Freightliner OEM Parts		
	Supplier Notes: A/C Parts		$\equiv$
	2.2 Parts will be delivered within working days after receipt of order.		
	Quantity: 1 UOM: Working Days Price: No respo	onse Total: No respo	กรอ
	Supplier Notes: 2-3 working days		乛
3	3 Package Header		
	Section III: International Captive New Parts		
	Quantity: 1 UOM: PKG	Total: No respo	nse
	Manufacturer: International Captive New Parts	,	=
	Item Notes: Please submit "0" for unit price		
	Supplier Notes: A/C Parts 20% off list price		
	Package Items		
	3.1 Percentage of Discount offered	4 7 to 1	
	Quantity: 1 UOM: EA	Total; 2	20%
	Manufacturer: International OEM Parts		
	Supplier Notes: A/C Parts		
	3.2 Parts will be delivered within working days after receipt of order.		
	Quantity: 1 UOM: Working Days Price: No respo	nse Total: No respo	
	Supplier Notes: 2-3 working days	NO TESPO	
4	Package Header		
	Section IV: MACK Captive New Parts		

		ſ				1		
Quantity: 1	UOI	M: PKG				Tota	l:	No response
Manufacturer:	MA	CK Captive	New Parts					
1			•		<u> </u>			
Supplier Notes	: A/C	Parts 20%	off list price					
Package Iter	ms							
4.1 Percentag	e of C	Discount off						· — · • · · · · · · · · · · · · · · · ·
Quantity: _	1	UOM: <u>EA</u>		·			Total:	20%
Manufactu	rer:	MACK DEN	A Parts					
Supplier No	otes:	A/C Parts					· · · · · · · · · · · · · · · · · ·	
4.2 Parts will b	oe deli	ivered withi	n wor	king days aft	er receipi	of order.		
Quantity: _	1	UOM: Work	king Days	Prio	e:	No response	Total:	No response
Destroy	1							
Package h								
Package H			tive New Parts					
	IC/Ch	evrolet Cap	tive New Paris			Total	:	No response
Section V: GM	IC/Ch	evrolet Cap vi: <u>PKG</u>		arts		Total	:	No response
Section V: GM Quantity:1 Manufacturer: Item Notes:	IC/Ch UOI GM Plea	evrolet Cap  M: PKG  C/Chevrolet  se submit *	Captive New P	arts		Total		No response
Section V: GM Quantity:1 Manufacturer:	IC/Ch UOI GM Plea	evrolet Cap  M: PKG  C/Chevrolet  se submit *	Captive New P	arts		Total	:	No response
Section V: GM Quantity:1 Manufacturer: Item Notes:	UOM GM Plea	evrolet Cap  M: PKG  C/Chevrolet  se submit *	Captive New P	arts		Total	:	No response
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes:	IC/Ch UOM GM Plea : A/C	evrolet Cap  M: PKG  C/Chevrolet  se submit * Parts 20%	Captive New P 0" for unit price off list price	arts		Total		No response
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes: Package Item	IC/Ch UOM GM Plea : A/C ms	evrolet Cap  M: PKG  C/Chevrolet  ise submit * Parts 20%	Captive New P 0" for unit price off list price	arts		Total	Total:	
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes: Package Item 5.1 Percentage Quantity:	IC/Ch UOM Plea : A/C ms e of D	evrolet Cap  M: PKG  C/Chevrolet  se submit * Parts 20%  Discount offe  UOM: EA	Captive New P 0" for unit price off list price			Total		
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes: Package Item 5.1 Percentage Quantity:	IC/Ch UOM Plea : A/C ms e of D 1	evrolet Cap  M: PKG  C/Chevrolet  se submit * Parts 20%  Discount offe  UOM: EA  GMC/Chevrolet	Captive New P 0" for unit price off list price			Total		
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes: Package Item 5.1 Percentage Quantity: _ Manufactur Supplier Notes:	IC/Che UOM Plea : A/C ms e of C  rer: [ otes: [	evrolet Cap  M: PKG  C/Chevrolet  see submit * Parts 20%  Discount offe  UOM: EA  GMC/Chevrolet  A/C Parts	Captive New P 0" for unit price off list price		er receipt			
Section V: GM Quantity:1 Manufacturer: Item Notes: Supplier Notes: Package Item 5.1 Percentage Quantity: _ Manufactur Supplier Notes:	IC/Ch UOM Plea : A/C ms e of D 1 rer: [ otes: [	evrolet Cap  M: PKG  C/Chevrolet  see submit * Parts 20%  Discount offe  UOM: EA  GMC/Chevrolet  A/C Parts	Captive New P 0" for unit price off list price ered rolet OEM Parts				Total:	
	Manufacturer: Item Notes: Supplier Notes Package Ite 4.1 Percentage Quantity: Manufacture Supplier Notes 4.2 Parts will to	Manufacturer: MA Item Notes: Plea Supplier Notes: A/C Package Items 4.1 Percentage of C Quantity: 1 Manufacturer: Supplier Notes: 4.2 Parts will be del	Item Notes: Please submit * Supplier Notes: A/C Parts 20%  Package Items  4.1 Percentage of Discount office Quantity: 1 UOM: EA  Manufacturer: MACK DEN Supplier Notes: A/C Parts  4.2  Parts will be delivered within Quantity: 1 UOM: Work	Manufacturer: MACK Captive New Parts Item Notes: Please submit "0" for unit price Supplier Notes: A/C Parts 20% off list price  Package Items  4.1 Percentage of Discount offered Quantity:1 UOM: EA  Manufacturer: MACK OEM Parts Supplier Notes: A/C Parts  4.2  Parts will be delivered within wor  Quantity:1 UOM: Working Days	Manufacturer: MACK Captive New Parts Item Notes: Please submit "0" for unit price Supplier Notes: A/C Parts 20% off list price  Package Items  4.1 Percentage of Discount offered Quantity: 1 UOM: EA  Manufacturer: MACK OEM Parts Supplier Notes: A/C Parts  4.2  Parts will be delivered within working days aft Quantity: 1 UOM: Working Days Price	Manufacturer: MACK Captive New Parts  Item Notes: Please submit "0" for unit price  Supplier Notes: A/C Parts 20% off list price  Package Items  4.1 Percentage of Discount offered  Quantity:1 UOM: EA  Manufacturer: MACK OEM Parts  Supplier Notes: A/C Parts  4.2  Parts will be delivered within working days after receipt  Quantity:1 UOM: Working Days Price;	Manufacturer: MACK Captive New Parts  Item Notes: Please submit "0" for unit price  Supplier Notes: A/C Parts 20% off list price  Package Items  4.1 Percentage of Discount offered  Quantity:1	Manufacturer: MACK Captive New Parts  Item Notes: Please submit "0" for unit price  Supplier Notes: A/C Parts 20% off list price  Package Items  4.1 Percentage of Discount offered  Quantity:1

Response Total: 0

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
This questionnairs reflects changes made to the law by H.B. 23, 85th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in eccordance with Chapter 176, Local Government Code, by a vendor who have a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Reserved
By law this questionneire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Sevamment Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Andy's Auto & Air Supplies, Inc.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	quires that you file an updated s day alter the date on which
S   Name of local government officer about whom the information is being disclosed.	
None	
Name of Officer  1 Describe each employment or other business relationship with the local government officer	
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each amployment or business relationship described. Attact CIQ as necessary.	nadditional pages to this Form
A. is the local government officer or a family member of the officer receiving or bit other than investment income, from the vendor?	tely to receive taxable income,
N/A Yes No	
8. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer ANO the taxable in local governmental entity?	income, from or at the direction roome is not received from the
N/A Yes No	
Describe each employment or business relationship that the vendor named in Section 1 mother business entity with respect to which the local government officer serves so an of ownership interest of one percent or more.	aintains with a corporation or ficer or director, or holds an
None	į
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	of the officer one or more gifts 03(4-1).
7	
	1/2023 ale

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

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

Local Government Code \$ 176.08 i(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

- (a) Alocal government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

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

Q.

- (iii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that;
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

### Local Government Code § 176,006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 178.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

  (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental antity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals
      or trids, correspondence, or another writing related to a potential contract with the local
      governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### Texas Historically Underutifized Business (HUB) Certificate



Certificate/VID Number:

Approval Date: March 11, 2022 Scheduled Expiration Date: March 11, 2028

1742062753500 March 11, 2022

exas Comptroller of Public Accounts (CPA), hereby certifies that

### Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed March 11, 2022, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program Statewide Procurement physion

Note: (n order for State agencies and institutions of higher education (universities) to be credited for unit sing this bestness at a Huts, they must award payment under the CertificateAHD Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's Hub certification prior to issuing a notice of award by accessing the internet (https://myope.qpa.state.bc.us/spessoniblearch/index[sp] or by company's Mub Program at \$12-463-\$872 or (obfice in Times) at 1-385-963-5881.

## South Central Texas Regional Certification Agency of Bexar County, Texas hereby duly affirms that:

# Andy's Auto Air & Supplies, Inc. DBA Andy's Auto & Bus Air, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

### \*HABE MBE SBE

Certifled NAICS Codes

NAICS 423120; MOTOR VEHICLE PARTS AND ACCESSORIES, NEW, MERCHANT WHOLEGALERS NAICS 811198: ALL OTHER AUTOMOTIVE REPAIR AND MARNTENANCE Certification Number; 222040217

Effective Date: April 4, 2022. Expiration Date: April 30, 2024



Charles Johnson Executive Director Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (BWD9-YYY)

10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WARVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not content rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laredo Commercial Insurance Agency Inc	CONTACT Michelle Paredes	
5711 McPherson Rd, Suite 202	AK. No. Ext. (958)729-0789 [AC, No.]: (958)	3)712-3996
Laredo, TX 78041	Aboress: mparedes@laredgins.net	
License #: 19851	INSURER(6) AFFORDING COVERAGE	NAK: I
	начени: Trumbull Insurance Company	27120
Andy's Auto Air & Supply, Inc.;	INSURER H: Mercury County Mutual Insurance Company	29394
DBA Andy's Mobility & Lift Services	INSURER C: Hartford Casualty Insurance Company	29424
11901 Sara Rd	изикего: Техаs Mutual Insurance Company	22945
Laredo, TX 78045-1803	INSURERE: Alogrity Specialty Insurance	36951
	MISURER F:	

COVERAGES

CERTIFICATE NUMBER: 00000020-845139

REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF RISURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER OCCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	TYPE OF INSURANCE	ADDL SUBR Wad yayd	POLICY HUMBER	POUCY EFF	POUCYEXP	Tikil.	
A	X COMMERCIAL GENERAL LIABILATY  CLAIMS MADE X OCCUR  X Incl Garrge Opa  GENT AGGREGATE LANT APPLES PER  X POLICY PRO LOC  OTHER:		30 UEN OK9794	04/12/2022	04/12/2023	EACH OCCURRENCE DAMACE TO RENTED PREMISES (EN COUNTRIES) MED EXP (Any one person) PERSONAL IL ADV ENURY GENERAL AGGREGATE PRODUCTS - COMPAD AGG	\$ 1,000,00 \$ 300,00 \$ 5,00 \$ 1,000,00 \$ 2,000,00 \$ 2,000,00
В	AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY		BA420000015637	04/12/2022	04/12/2023	COMMINED SHAJLE LIMIT [En accident]  BOOK Y RAURY (For person)  BOOK Y RAURY (For person)  PROPERTY DAMAGE  JPW moddenti	\$ 1,000,00
С	EXCESS LIAB X CLAMS-MADE  DEO X RETENTIONS 10,000		30 HHU OK9795	04/12/2022	04/12/2023	EACH OCCURRENCE AGGREGATE	s 1,000,00 s 1,000,00
L.	WORKERS COMPENSATION AND EMPLOYERS LEABLLY Y/N ANY PROPRIETO-UPARTINE-REXECUTIVE OFFICE-INVENDER EXCLUDED? (Mardalory in IHI) I year describe under DESCRIPTION OF OPERATIONS DODA	N/A	0001243923	10:18/2022	10/18/2023	X PER COTH- SEATUTE EN  EL EACH ACCIDENT  EL DISEASE - EA EMPLOYEE  EL DISEASE - POLICY LIMIT	3 1,000,00 5 1,000,00 6 1,000,00
E	Commercial Property		01-C-PK-P20052329-0	04/12/2022	04/12/2023	Gldgs-BPP-BI	See belo

DESCRIPTION OF OPERATIONS / LOCARONS / VEHICLES DACORD 101, Administration Schedule, may be affected it more speed in required Garages Industriance:

~ ·	.034		****	٠.	
111	4466	14 C.	nea D		

- (1) 11901 Sara Rd., Laredo, TX (2) 13403 Western Oak, Helotes, TX
- (3) 1502 Santa Ursula, Laredo, TX
- (4) 5410-5420 N. Birch St. Pharr, TX

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER	CANCELLATION
insured's Copy only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Sem Fale (MP1)
	© 1988-2015 ACORD CORPORATION. All rights reserved.

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Loca:

ACORD'

### ADDITIONAL REMARKS SCHEDULE

Page 2 of

		- —	
Laredo Commercial Insurance Agency Inc Poccy Number N/A		NAMED INSURED Andy's Auto Air & Supply, Inc.; DBA Andy's Mobility & Lift Services	
CARRIER Multiple Carriers	NAICEDOE	Effective date:	
ADDITIONAL REMARKS			·

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
Property Togations:

Property Togations:
[1] 11901 Sara Rd., Laredo, TX - Building \$541,232, BPP \$785,000, Business Income \$397,467. Deductible: \$1,000 ADP and 2% wind/hati
[2] 13403 Western Oak Dr., Helotes, TX - BPP \$150,600, Business Income \$74,808. Deductible: \$1,000 AOP and 2% wind/hati
[3] 1502 Sante Ureuls Ave., Laredo, TX - BPP \$75,000. Deductible: \$1,000 AOP and 2% wind/hati

Discretionary Contracts Disclosure



### City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code. This is a X New Submission or \_\_\_\_ Correction or \_\_\_ Update to previous submission. 1. Name of person religious this discussive form. Rocert First Suffix College Lagrangion a) Contract or Project name(s): <u>FY23-040 Medium/H.D. Truck OEM Parts</u> Fleet Department b) Originating Department(s): I Name of the dividual of the contract see the account act with the city is a name of the contract). Robert Rosas Name (Print) Signature Name (Frint) Signature Name (Print) Signature Nama (Print) Signature Name (Print) Signature Name (Print) Signature Name (Print) Signature Name (Print) Signature Land and the mess entitly believes of parties, parent so issues, bediese entitled of the individual of complication of the control of the c X Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. Name of partner, parent, or subsidiary business entity(ies):