

City of Laredo **Purchasing Division** Renewal Notice

January 12, 2024

Mr. Juan Pablo Cantu Square E. Services LLC 32238 Whipple Road Los Fresnos, Texas 78556

Re:

Information and Electrical Controls Maintenance & Emergency Response

Contract FY23-045

Extension 1

Dear Mr. Cantu,

This is to inform you that the contract FY23-045 which was approved by City Council on May 15, 2023 is up for early renewal. This is the first of three extension periods. Please advise if you wish

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-

Sincerely, Enrique Aldape III Interim Purchasing Agent

Xc: Purchasing File

Square E Services Request a contract extension: Authorized Signature: Print Name: Juan-Pablo Cantu 1/12/2024



City of Laredo Purchasing Division Letter of Award

May 16, 2023

Mr. Juan Pablo Cantu Square E. Services LLC 32238 Whipple Road Los Fresnos, Texas 78556

Re:

Information and Electrical Controls Maintenance & Emergency Response

Contract FY23-045

Approved by Council May 15, 2023

Dear Mr. Cantu,

This is to inform you that the contract FY23-045 was approved by City Council on May 15, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File

City Council-Regular Meeting Date: 05/15/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E. Utilities Department Director; Jose F. Castillo,

Interim Finance Department Director, Miguel A. Pescador, Purchasing

Agent

SUBJECT

Consideration to award annual contract FY23-045 to the low bidder Square E. Services LLC, Los Fresnos, Texas, in an amount up to \$1,500,000.00 to provide services in the maintenance of all the water treatment plants' SCADA monitoring and electrical controls under preventative maintenance and emergency response objectives. Pricing is based on a flat hourly rate for management, a technician, a system integrator, a journeyman electrician, and a professional engineer. All services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual contract. This contract supplements the department's maintenance capabilities and provides predictive preventative maintenance for all electrical equipment and establishes a flat hourly rate for management, technician, system integrator, journeyman electrician, and a professional engineer. This contract has three extension periods.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for three, additional one 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 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 shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Summary:

Square E. Services LLC.		JNB Engineering PLLC.	
Water System		Water System	
Fees for Annual	Hourly Bata	Eana fam Ammin I	Hourly
<u>Maintenance</u>	Hourly Rate	<u>Maintenance</u>	Rate
Management	\$130.00	Management	\$200.00
Technician	\$115.00	Technician	\$165.00
System Integrator	\$125.00	System Integrator	\$185.00
Journeyman Electrician	\$110.00	Journeyman Electrician	\$125.00
Professional Engineer	\$145.00	Professional Engineer	\$225.00
Sewer System		Sewer System	
Fees for Annual Maintenance	Hourly Rate	Farage A	<u>Hourly</u> Rate
Management	\$130.00	Management	\$200.00
Technician	\$115.00	Technician	\$165.00
System Integrator	\$125.00	System Integrator	\$185.00
Journeyman Electrician	\$110.00	Journeyman Electrician	\$125.00
Professional Engineer	\$145.00	Professional Engineer	\$225.00
Fees for Emergency Response	Hourly Rate	Fees for Emergency Response	Hourly Rate
Management		A STATE OF THE PARTY OF THE PAR	\$ 250.00
Technician			\$ 195.00
System Integrator	\$ 160.00		\$ 225.00
Journeyman Electrician		Journeyman Electrician	A STATE OF THE PARTY OF THE PAR

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Account #:

557-4120-533-2030

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 purchases can be made.

Attachments

Bid Tab FY23-045

FY23-045 Contract

CERTIFICATE OF INTERESTED PARTIES

FORM 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.		OFFICE USI	
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place	Certificate Number:	
	Square E Services LLC		2023-1027192	
	Los Fresnos, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	05/30/2023	
	being filed.			
	City of Laredo		Date Acknowledged:	
			05/30/2023	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.	y or state agency to track or identify ed under the contract.	the contract, and pro	vide a
	FY23-045			
	Information and Electrical Controls Maintenance and Emerger	ncy Response		
4	Name of Interested Party	City Chata County (al., 1	į.	f interest
	Name of filterested Party	City, State, Country (place of busine	, (oplicable)
			Controlling	Intermediary
		4.		
			· · · · · · · · · · · · · · · · · · ·	
5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is	, and my date of b	oirth is	·
	My address is			!
	(street)		ate) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.			
	Executed inCounty,	State of . on the	day of	20
			(month)	(year)
		Signature of authorized agent of contr	racting business entity	
		(Declarant)		

CERTIFICATE OF INTERESTED PARTIES

FORM 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.		OFFICE USE CERTIFICATION	
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place	Certificate Number:	OF TIERRO
	Square E Services LLC		2023-1027192	
	Los Fresnos, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	05/30/2023	
	City of Laredo	:	Date Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ty or state agency to track or identify led under the contract.	the contract, and pro-	vide a
	FY23-045			
	Irriformation and Electrical Controls Maintenance and Emerger	ncy Response		
4	No. 10 Albania			f interest
	Name of Interested Party	City, State, Country (place of busine		oplicable)
			Controlling	Intermediary
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_				****
				·
				····
				
	Check only if there is NO Interested Party.			
5	UNSWORN DECLARATION			· · · · · · · · · · · · · · · · · · ·
	MynameisJuan-Pablo Cantu	and my date of b	oirth is <u>11/29/1</u>	971
	Myaddressis32238 Whipple Rd	Los Fresnos . T	X_, 78566	. USA .
	(street)	(city) (sta	—-, ———————————————————————————————————	(country)
	I declare under penalty of perjury that the foregoing is true and correct			
	Executed in Cameron County	, State of <u>Texas</u> , on the <u>3</u>	30 dayofMa√	, 20 <u>_23</u>
		On	(month)	(year)

		Signature of authorized agent of contro (Declarant)	acting business entity	<u></u>
٥ri	This provided by Texas Ethics Commission www.ethi			



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

INFORMATION AND ELECTRICAL CONTROLS MAINTENANCE AND EMERGENCY RESPONSE

UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities Department.

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on April 26, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 27, 2023.

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

Bid: Information and Electrical Controls Maintenance and Emergency Response - Utilities Department FY23-045

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 Floor
	1110 Houston Street Laredo, Texas 78040



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on April 26, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on April 27, 2023.

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

Bid: Information and Electrical Controls Maintenance and Emergency Response Utilities Department FY23-045

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 3rd DAY OF APRIL 2023.

Jose A. Valdez Jr.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
- 3.0 SUBMISSION OF BIDS
- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional, Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis, An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

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

- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador

5512 Thomas Ave,

Laredo, TX 78041

mpescador@ci.laredo.tx.us

- or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

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

9.0 INTENT OF CONTRACT

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

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

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: "Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. 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

jiolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

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

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

- (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.

 (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
- (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

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

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (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 City of Laredo Purchosing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 Email galdape@ci.laredo.tx.us

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.

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.

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 Liability.

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

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

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

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

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

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

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

- 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance,
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of
 - (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

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 Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 Email ealdanc@oi.laredo.tx.us Page 7 of 33

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

- 1. Company Information Questionnaire,
- 2. Signed Price Schedule,
- 3. Conflict of Interest Questionnaire.
- 4. Non-Collusive Affidavit
- 5. Discretionary Contracts Disclosure
- 6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be fifled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm

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

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

Formal Invitation for Bids Information and Electrical Controls Maintenance and Emergency Response Utilities Department

16.0 Scope of Work

City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwaye.net/Login.aspx

Point of Contact

Sealed 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. Jose Luis Tijerina @ (956) 795-2620 or e-mail itijerina@ci.laredo.tx.us

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 10, 2023 before 2:00 PM.
- 17.0 Definitions
- 17.1 COL The City of Laredo.
- 17.2 Contractor The Company awarded the maintenance contract for water and wastewater electrical, instrumentation and control systems.
- 17.3 Term Duration of contract in calendar days.
- 17.4 Telemetry System Wireless (900 MHz FHSS) data communications system.
- 17.5 SCADA System Supervisory Control & Data Acquisition.
- 17.6 Historian Proficy Process Systems.
- 17.7 Preventive Maintenance regularly scheduled maintenance as prescribed by equipment manufacture or alternately as described in the terms of the maintenance agreement.
- 17.8 Emergency Response Time Time from notification by COL of problem to arrival of first responder at job site should not exceed maximum of 2 hours.

18.0 General Conditions

Interested parties are required to submit their proposals upon the following expressed conditions:

The parties shall thoroughly examine the specifications, schedule instructions and other contract documents. The parties shall make all investigations necessary to thoroughly inform themselves regarding the requested services. No pleas of ignorance by the parties of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the parties 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.

- 18.1 Interested parties are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 18.2 Vendors are encouraged to visit the job sites.

- 18.3 Bids will be based on a comprehensive capacity to provide all services established in this specification and past experience in providing the services requested. The contract will be awarded to one vendor.
- 18.4 Vendors are required to submit their proposals upon the following expressed conditions:
 - 18.4.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.
 - 18.4.2 Contract vendor will be responsible for securing all necessary building permits and paying any and all landfill fees for disposal of building material.

19.0 Qualifications

All interested parties proposing for maintenance contract shall provide qualification statement as part of this bid to include the following information.

- 19.1 Organizational chart establishing responsibility and level of authorization for proposed personnel servicing COL.
- 19.2 Resume for all personnel on the submitted organizational chart.
- 19.3 Copy of Electrical Contractors and Electrical Professional Engineer License
- 19.4 5 customer references.
- 19.5 Proof of liability insurance.
- 19.6 Contractor must have extensive experience working with the following equipment and/or systems:
 - 19.6.1 Robicon, SquareD, ABB, TECO and Yaskawa VFDs and reduced voltage motor starters.
 - 19.6.2 2300VAC and 480VAC motor controls.
 - 19.6.3 Motorized valve actuators
 - 19.6.4 Analytical equipment such as HACH, Endress Hauser, ATI, and etc.
 - 19.6.5 Process instrumentation such as Endress Hauser, Panametrics, Precision Digital, Foxboro, Badger, Contegra Milltronics, Siemmens, and etc.
 - 19.6.6 GE, Allen Bradley, Koyo and Control Microsystems PLCs.
 - 19.6.7 GE-IP PLC & PAC hardware, GE-IP Proficy Process Systems Software Version 2.1 or later. Must have at least 3 years completed PPS control system application. Provide reference reflecting same. Must be GE-IP Solution Provider and have multiple personnel trained in PPS.
 - 19.6.8 Data-Link and Phoenix contact spread spectrum radios.
 - 19.6.9 Belt Press Controls.
 - 19.6.10 Fiber-optic, CAT5 and CAT6 communications.
- 19.7 Contractor must have first point of contact resident in Laredo, Texas.
- 19.8 Sub-contractors for any maintenance or repair work under the terms of this contract will not be allowed.

20.0 Administration

The contractor shall designate a contract administrator responsible for addressing the responsibilities of this contract.

- 20.1 The contractor shall provide 24 hours per day, 7 days per week contact information for primary, secondary and tertiary response personnel. Any changes to be made of response personnel must be provide at minimum one (1) week in advance.
- 20.2 The contractor must have full-time personnel as follows:
 - 20.2.1 Instrumentation and Controls Technicians.
 - 20.2.2 Automation Systems Programmer.
 - 20.2.3 Journeyman Electrician.
- 20.3 The contractor shall compile and maintain asset management database for all equipment covered under maintenance contract. Asset management database is to be the sole property of the City of Laredo.
- 20.4 The contractor shall compile and maintain a technical library for all equipment covered under maintenance contract. Library is to be provided to the Water/Wastewater Treatment Superintendent within 30 days of the Notice to Proceed of this contract and updates made regularly but no later than 14 days after modifications to equipment or its library.
- 20.5 The contractor shall create Autocad drawings of control systems where none currently exist, and provide COL copies of said drawings.
- 20.6 The contractor shall provide, within 15 days of contract award, a schedule of preventative maintenance for the duration of the contract. Contractor must obtain written approval and acceptance of the maintenance schedule prior to commencement of work.
- 20.7 Contractor shall provide monthly billing statements, by the 28th of each month, detailing all work performed

21.0 Scope of Work

- 21.1 Locations included but not limited to in the maintenance contract see Attachment A.
- 21.2 Equipment included but not limited under the maintenance contract see Attachment B.
- 21.3 Contractor to develop preventive maintenance schedule.
- 21.4 Contractor available for service calls on demand.
- 21.5 City Of Laredo reserves the right to amend 21.1 and 21.2 at its discretion.

21.6 <u>Material Allowance: \$100,000.00</u>

The materials mark-up required to complete various ELECTRICAL AND INSTRUMENTATION repairs on COL equipment. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

22.0 Deliverables

22.1 Contractor shall, on weekly basis, provide COL a comprehensive report detailing work performed, and repair parts procured

- 22.2 Contractor shall, on a monthly basis, provide COL an updated schedule for the remainder of the maintenance contract.
- 22.3 Contractor shall, on a demand basis, provide COL a copy of the asset management database, and provide by March 1st of every year an updated professional services and equipment budgetary estimate for upcoming preventive maintenance and improvement projects.

23.0 Repair Parts

Repair parts may be purchased directly by COL or, at the discretion of COL, the contractor may be requested to procure parts billable to COL.

24.0 Payment

Payment is to be provided on a 30 day invoice date basis on maintenance work performed and/or materials on hand.

25.0 Termination

COL reserves the right to terminate contract based on non-performance under the following circumstances:

- 25.1 Failure to complete regularly scheduled maintenance as established under these specifications and as discussed in Section 20.6.
- 25.2 Failure by contractor to meet required emergency response time of no more than 2 hours under any circumstances.
- 25.3 Failure by contractor to provide required deliverables as established under contract.
- 25.4 Negligence and non-performance as determined by the COL.
- 25.5 Contract may be terminated by mutual agreement between COL and Contractor.

26.0 Close-out (General Requirement)

After all work is completed by the contractor, the contractor shall remove all surplus materials, construction equipment, trash & debris and leave the site in a clean & presentable condition.

27.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

28.0 Award of Contract

This contract will be awarded 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. 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 udvantageous 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.

28.1 <u>Disclosure of Interested Parties</u>

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

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the <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.

29.0 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 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.

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

30.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

31.0 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 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.

32.0 Required Format and Contents of Bid Submission

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

33.0 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) Square E Services LLC
Signature Of person authorized to sign bid Date April 21, 2023
Print Name Juan-Pablo Cantu, PE of person authorized to sign bid
Title: Owner
Business Address: 32238 Whipple Rd
City, State, Zip Code: Los Fresnos TX 78566
Telephone Number: 956-466-3492 Fax Number: 956-233-4862
Contact Person Email Address: jpcantu@squareellc.com
Federal Tax ID Number: 81-2007400
Bidders Principal/Corporate Place of Business Address: 32238 Whipple Rd Los Fresons TX 78566
Indicated Status of Business:
Corporation X Partnership Sole Proprietorship Other:
If other state business status:
State how long under its present business name: 7 years
If applicable, list all other names under which the Business identified above operated in the last five years.
Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes? No
Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business?	Yes .	No.	
Is offeror currently for sale or involved in any tr If yes, offer need to explain the expected impact	ansaction both in	n to expa organiza	nd or to become acquired by another business entity? Yes No.
Has the Business ever been declared "not respon	ısive" fo	r the pur	oose of any governmental agency contract award? Yes / No.
Has the Business been debarred, suspended, provoluntarily excluded, or otherwise disqualified f	posed for rom bid	r debarm ding, pro _l	ent, suspended, proposed for debarment, declared ineligible, cosing, or contracting? Yes / No
Are there any proceedings, pending relating to the qualification to receive a public contract? Yes	ne Busin / <u>No.</u>	ess respo	nsibility, debarment, suspension, voluntary exclusion, or
Hs the government or other public entity request basis of default or in lieu of declaring the Busine	ed or reess in de	quired en fault?	forcement of any of its rights under a surety agreement on the
Is the Business in arrears in any contract or debr	? Yes	/ No	
Has the Business been a defaulter, as a principal,	, surety,	or otherw	rise? Yes / No
Have liquidated damages or penalty provisions be other reason? Yes / No.	ееп взяс	ssed agai	nst the Business for failure to complete work on time or for any
Statute 18			
State if company is a certified minority business enter	erprise:		
Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE): Yes No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify
This company is not a certified minority business:	X J		
The above minority information is requested for a expenditure the	statistica : City wi	il and tra Il make v	cking purposes only and will not influence the amount of vith any given company
			Original Actual Act

34.0 Price Schedule

34.1 Proposed Fee for annual maintenance of Water System

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	Dollars per Year
Management	260	\$ 130.00	\$ 33,800.00
Technician	1000	s 115.00	\$ 115,000.00
Systems Integrator	1000	\$ 125.00	\$ 125,000.00
Journeyman Electrician	1000	\$ 110.00	\$ 110,000.00
Professional Engineer	500	\$ 145.00	\$ 72,500.00
TOTAL	3760		456,300.00

******Vendor shall provide a detailed listing of items being proposed.

*******A reference list for similar jobs shall be provided with the bid.

34.2 Proposed Fee for annual maintenance of Sewer System

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	Dollars per Year
Management	260	\$ 130.00	\$ 33,800.00
Technician	1000	\$ 115.00	_{\$} 115,000.00
Systems Integrator	1000	\$ 125.00	\$ 125,000.00
Journey Electrician	1000	s 110.00	s 110,000.00
Professional Engineer	500	\$ 145.00	s 72,500.00
TOTAL	3760		456,300.00

******Vendor shall provide a detailed listing of items being proposed.

*******A reference list for similar jobs shall be provided with the bid.

34.3 Proposed Fee for Emergency Response

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	. Dollars per Year
Management	100	\$ 165.00	\$ 16,500.00
Technician	500	\$ 145.00	\$ 72,500.00
Systems Integrator	500	\$ 160.00	\$ 80,000.00
Journey Electrician	500	\$ 140.00	\$ 70,000.00
TOTAL	1,600		239,000.00

Emergency response events and hours are estimates provided from best available information and do not establish any certifications that estimated hours of emergency service will be utilized during this agreement period.

Authorization for emergency response must be provided by a duly authorized representative of the COL to be provided to the contractor within 2 weeks of the awarded contract. Any emergency work initiated by the contractor must have documented authorization by a duly authorized representative to respond. Upon award of contract emergency response the contractor shall respond to all emergencies authorized by COL regardless of prior disputable charges. Non response to emergencies by the contract shall be subject to termination due to non-performance.

*******Vendor shall provide a detailed listing of items being proposed	đ.
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1,151,600.00

all specifications listed on this document."

Price: \$

34.4	ESTIMATED TOTAL CONTRACT PRICE (Response)	4.1 Water System + 34.2 Sewer System + 34.3 Eme	згденсу
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The materials mark-up required to complete various ELECTRICAL AND INSTRUMENTATION repairs of COL equipment. A 15% mark-up will be used based on supplier invoice and not to exceed \$1,000.00 per invoice for each item and in a supplier invoice and not to exceed \$1,000.00 per

TVOICE for each item used in each repair.
Company Name: Square E Services LLC
Owner/President Name: Juan-Pablo Cantu, PE
Company Address: 32238 Whipple RD
City, State, Zip Code: Los Fresnos TX 78566
Company Authorized Representative's Signature:
Company Representative's Name: Juan Pablo Cantu
Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and

^{*******}A reference list for similar jobs shall be provided with the bid.

35.0 Conflict of Interest Disclosure

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

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

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

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

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

- 1. Mayor
- 2. Council Members
- 3. City Manager
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.
- 5. Members of the Planning and Zoning Commission.
- 6. Members of the Board of Adjustments
- 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

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO LOCAL GOVERNMENT CODE EXISTS	VIOLATION OF SECTION 175 806		
LOCAL GOVERNMENT CODE EXISTS. Juan Pablo Cantu Name Signature April 21,2023 Date			
CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY		
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).	Dale Received		
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176,006, Local Government Code.			
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.			
Name of person who has a business relationship with local governmental entity.	·		
Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) 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), Locathis Form CIQ as necessary.	er with whom the filer has cal Government pages to		
A. Is the local government officer named in this section receiving or likely to receive taxable income, income, from the filer of the questionnaire? Yes	ome, other than investment		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investred direction of the local government officer named in this section AND the taxable income is regovernmental entity?YesNo	ment income, from or at the not received from the local		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect government officer serves an officer or director, or holds an ownership of 10 percent or more?	_ Yes (No		
D. Describe each employment or business relationship with the local government officer name	ed in this section.		
Signature of person doing business with the governmental entity	Date		

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS COUNTY OF WEBB AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is

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

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

Signature of:

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

Subscribed and sworn before me this 25th day of 1)pril 20 23

My commission expires:

13/10/2025



JULISSA HERNANDEZ NOTARY PUBLIC STATE OF TEXAS MY COMM, EXP. 12/16/25 NOTARY ID 13130356-0

37.0

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.

This is	for details on use of this f a <u>×</u> New Submission or	orm, see Section 4.01 if the Cit Correction orUpdate	y's Ethics Code. to previous submission.
I Name of persons	ubmittingabis diselosine	fom/	
Juan-Pablo First		Cantu M.I. Last	
200 ontract Informs		IVI,I. Last	Suffix
			100 (40 Pt)
a) Contract or Project		and Electrical Con	itrols Maintenance
	CILC PROLIGI	ncy response - UCII.	reles Dept. FY23-045
o) Originating Departs	nent(s): Utilities	Department	3.3.1
3 Name of Individua	l(s) of entity (es) seeking	scontiscayilk fir sily (i.e. pa	
Juan-Pablo Ca			America mercumanti
Vame (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
T (D' : 4)			
Jame (Print)	Signature	Name (Print)	Signature
THE CALL STREET, DESCRIPTION OF TAXABLE AND	ntity(ies) that is a partne	r, parent subsidiary business	entity(ies) of the individual or
4. List any business. ntity listed in Questi	0 n3		
		Section of the sectio	
Not applicable. Cont		have partner, parent, or subsidia	

*5. List any individuals or entities that will be subcontractors on this contract.
Not applicable. No subcontractors will be retained for this contract.
Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:
*6 List any attorneys, lotibyists, or consultants that have been retained to assist in seeking this contract.
Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
*7. Disclosure of political contributions.
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.
a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontraction of the contraction of the
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these
individuals.
☐ List of contributors:
Updates on Contributions Required
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
*8. Disclosure of conflict of interest
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City
Council or a city board/commission.
☐ I am aware of the following conflict(s) of interest:
*Acknowledgements
🗵 Updates Required
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
No Contract with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.
This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
*Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.
I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.
*Oath
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Juan-Pablo Cantu, PE Owner
Name (Print) Signature Title
Square E Services LLC April 21,2023
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

38.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

38.1 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.

38.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3, Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTE	RESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. If there are no interested parties.	OF	FICE USE ONLY	
Name of business entity filing form, a entity's place of business.		ness		
Square E Services LL				
Name of governmental entity or state which the form is being filed. N/A	agency that is a party to the contract to	r		
N/A	ed by the governmental entity or state ag is or services to be provided under the co	ency to track or le entract.	lentify the contract,	
4 Name of Interested Party	City, State, Country (Place of business)	Nature of Intere	st (check applicable)	
	(place of business)	Controlling	intermediary	
N/A				
	·			
	 .			
		<u> </u>		
		·		
5 Check only if there is NO interested P				
	[X]			
5 AFFIDAVIT	I awear, or affirm, under penalty of perjury	, that the above disclosure of contracting bu		
APFIX NOTARY STAMP / SEAL ABOVE	344001200 20	terre or equipmently Dri	ыназа өпшү	
Sworn to and subscribed before me, by the sa	ld	, this the	tday	
of, 20, to certify	y which, wilness my hand and seal of office.		day	
Signature of officer administering cath	Printed name of officer administering oath	Title of offi	cer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY				
orm availed by Toyou Cities Ossacial				

Form provided by Texas Ethics Commission

www.ethics.state.tx,us

Adopted 10/5/2015

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

39.0 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 April 26, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 27, 2023.

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

Bid: Information and Electrical Controls Maintenance and Emergency Response-Utilities Department FY23-045

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.jonwave.net/Login.aspx

OΓ

Hand Delivered:

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

ATTACHMENT A

- Utilities Administration Bldg
- · Jefferson St. WTP
- Columbia WTP
- Lyon Booster Pump Station
- · Pinto Valle Booster Pump Station
- Pinto Valle II Booster Pump Station
- Larga Vista Booster Pump Station
- MHOC Booster Pump Station
- Milmo Booster Pump Station
- Sierra Vista Booster Pump Station
- San Ysidro Booster Pump Station
- San Ysidro NE Booster Pump Station
- Highland Booster Pump Station
- East Corridor Booster Pump Station
- Millennium Booster Pump Station
- · Pico Rd Booster Pump Station
- Mines Rd Booster Pump Station
- Harchar Booster Pump Station
- United Booster Pump Station
- Station 2 Booster Pump Station
- Highway 359 Booster Pump Station
- Northeast Elevated Tank
- South Laredo Elevated Tank
- TAMIU Elevated Tank
- Las Blancas Elevated Tank
- Cuatro Vientos Elevated Tank
- Airport Elevated Tank
- Bartlett Elevated Tank
- Zacate Creek WWTP
- North Laredo WWTP
- South Laredo WWTP
- United WWTP
- Columbia WWTP
- 84 Lift Stations

ATTACHMENT B

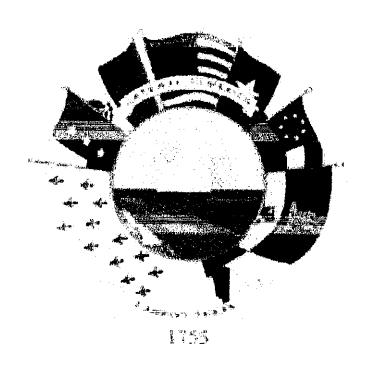
(The City of Laredo reserves the right to modify this list as new facilities are placed into service and existing facilities are expanded)

Item	Manufacturer	Model#	Location	Onontie
SCADA	GE Fanuc	iFIX	JWTP	Quantity 1
SCADA PLC	AB	Control Logix	JWTP	4
Turbidity Meter	Hach	1720D	JWTP	14
Turbidity Meter	Hach	SS6	JWTP	
pH Analyzer	GLI	53	JWTP	1
Chlorine Analyzer	Hach	CL-17	JWTP	4
Turbidity Meter	Intrumark International	850	JWTP	6
Turbidity Meter	Hach	1720C	JWTP	1
Acuators	EIM	R5L4-3		1
Acuators	EIM	9C4603FC-C	JWTP JWTP	8
Primary Flow Meter	Endress & Hauser	Prosonic T		27
Raw Water Flow Meters	GE Panametries	T TOSOING 1	JWTP	. 5
Recycle Flow Meter	GE Panametrics	· · · · · · · · · · · · · · · · · · ·	JWTP	2
Flow Meter	Ultrasonic Liquid Flowmeter	DF 868	JWTP	1
Flow & Level Controllers	Fisher Porter	53MC5000	JWTP	1
SCADA	QNX	J3MC3000	JWTP	10
Level Indicator	Miltronics	Multiranger Plus	JWTP	1
Chlorinators	Wallace & Tieman	Withthanger Phis	JWTP	1
Chlorinators	Capital Controls		JWTP	2
Alum Feeders	Suprant Controls		JWTP	2
Caustic Feeders	LMI		JWTP	2
VFD	SquareD	<u> </u>	JWTP	2
VFD	Robicon	 	TWTP	3
Belt Press Panel	Ashbrook Klamppress Local		JWTP	2
(BPP) Digital Meter	Modutec Digital Meter		JWTP	2
(BPP) Transmitter	Action Pak Transmitter		JWTP	2
(BPP) Digital Meter	Precision Digital		JWTP	2
Sludge Thickner Level	Royce Instrument		JWTP	4
Filter Consoles	Royce histitunent	<u> </u>	JWTP	2
PLC Panels	Symax		JWTP	8
Switchgear	Gyinax		JWTP	7
SCADA	GE Fanuc	All	JWTP	
Turbidity Meter	Hach	iFIX	CWTP	1
Turbidity Meter	Hach	1720E	CWTP	3
Chlorine Analyzer		886	CWTP	1
pH Analyzer	Hach	CL-17	CWTP	2
Switchgear	Hach	sc100	CWTP	2
SCADA	OT B	All	CWTP	· · · · · · · · · · · · · · · · · · ·
Chlorine Analyzer	GE Fanuc	iFIX	SIRO	1
	Hach	CL-17	SIRO	1
Chlorine Analyzer	Rosemount Analytical	1054A	SIRO	1
pH Analyzer	Rosemount Analytical	1054A	SIRO	2
Conductivity Analyzer	Rosemount Analytical	1054A	SIRO	3
Temperature Analyzer	Rosemount Analytical	1054A	SIRO	1

Turbidity Analyzer	HF Scientific Instruments	SING DIVISION		
Flow Meters	Flow Research	DRT 200E	SIRO	2
Differential Pressures	McDaniels Controls		SIRO	5
Switchgear	WicDainels Coulfols		SIRO	3
SCADA	GE Fanuc	All	SIRO	
Level/Pressure Instrument	GE Fande	CIMME	SLARE	1
Electrical Gear	A ny / A 11		SLARE	
SCADA	Any/All GE Fanuc	CD C	SLARE	
Level/Pressure Instrument	GE Fanue	CIMME	LP20E	
Electrical Gear	A/A 13		LP20E	
SCADA	Any/All GE Fanuc	07.00	LP20E	
Level/Pressure Instrument	GE Panue	CIMME	NWEL	
Electrical Gear	A/A33		NWEL	
SCADA	Any/All		NWEL	
Level/Pressure Instrument	GE Fanuc	CIMME	МОНОС	
VFD	BODICOL		МОНОС	
Electrical Gear	ROBICON	CSI	MOHOC	
SCADA	Any/All		MOHOC	
Actuator	GE Fanue	CIMME	HWY359	
Level/Pressure Instrument			HWY360	
Electrical Gear			HWY359	
SCADA SCADA	Any/All		HWY359	
Level/Pressure Instrument	GE Fanue	CIMME	MILL	
Electrical Gear			MILL	
SCADA SCADA	Any/All		MILL	
Level/Pressure Instrument	GE Fanuc	CIMME	TRAV	
Electrical Gear			TRAV	
SCADA	Any/All		TRAV	
Level/Pressure Instrument	GE Fanuc	CIMME	UNPAC	
			UNPAC	
Electrical Gear	Any/All		UNPAC	
SCADA Y	GE Fanue	CIMME	UNI	
Level/Pressure Instrument	<u></u>		UNI	
Electrical Gear	Any/All		UNI	
SCADA	GE Fanuc	CIMME	STA2	
Level/Pressure Instrument			STA2	
Electrical Gear	Any/Ali		STA2	
SCADA	GE Fanuc	CIMME	MCPH	
Level/Pressure Instrument			МСРН	
Electrical Gear	Any/All		МСРН	
SCADA	GE Fanuc	CIMME	MIRD	··
Level/Pressure Instrument	Any/All		MIRD	-
VFD	ROBICON	454915	MIRD	·
VFD	TOSHIBA		MIRD	
Electrical Gear	Any/All		MIRD	
SCADA	GE Fanuc	CIMME	MIRD2	
Level/Pressure Instrument	Any/All		MIRD2	
VFD	ROBICON	457920	MIRD2	
Electrical Gear	Any/All		MIRD2	
SCADA	GE Fanuc		471441126	

¥ 15		ASING DIVISION		
Level/Pressure Instrument	Any/All		PIVA	
VFD	SquareD	C07D08A10	PIVA	
VFD	SquareD	F15P15R16	PIVA	
Electrical Gear	Any/All		PIVA	
SCADA	GE Fanuc	CIMME	LARVI	
Level/Pressure Instrument			LARVI	
VFD	ROBICON	454804	LARVI	
VFD	GRAHAM	PWM	LARVI	
Electrical Gear	Any/Ail		LARVI	
SCADA	GE Fanue	CIMME	SIVI	
Level/Pressure Instrument	Any/All		SIVI	
VFD	ROBICON	454646	SIVI	
Electrical Gear	Any/All		SIVI	
SCADA	GE Fanuc	CIMME	MILMO	
Level/Pressure Instrument	Any/All		MILMO	
VFD	ROBICON	457920	MILMO	
VFD	ROBICON	457908	MILMO	
Electrical Gear	Any/All		MILMO	
SCADA	GE Fanuc	CIMME	HEND	
Level/Pressure Instrument	Any/All		HEND	
Electrical Gear	Any/All	· · · · · · · · · · · · · · · · · · ·	HEND	
SCADA	GE Fanue	CIMMB	LYONS	
Level/Pressure Instrument	Any/All		LYONS	
VFD	ROBICON	454907	LYONS	
VFD	ROBICON	N/A	LYONS	
Electrical Gear	Any/All		LYONS	<u> </u>
SCADA	GE Fanuc	CIMME	LASBLA	
Level/Pressure Instrument			LASBLA	
Electrical Gear	Any/All		LASBLA	
SCADA	GE Fanuc	CIMME	ECOR	
Level/Pressure Instrument	Any/All	CHITAL	ECOR	
VFD	ROBICON	457952	ECOR	
VFD	ROBICON	457802	ECOR	
VFD	ROBICON	457803	ECOR	
VFD	ROBICON	457910-20	ECOR	
Electrical Gear	Any/All		ECOR	
SCADA	GE Fanuc	СІММВ	SANYS	······································
Level/Pressure Instrument		Odvingo	SANYS	
Electrical Gear	Any/All			
SCADA	GE Fanuc	CIMME	SANYS	
Belt Press	Ashbrooks	Овідіці	NLWWTP NLWWTP	
Bffluent Meter (1)	Millitronics		NLWWTP	
BP - Flow Meters (3)	Millitronies		NLWWTP	
VFD Controls	ATTEN OUT AND		NLWWTP	
BP- Control Panel	· · · · · · · · · · · · · · · · · · ·		NLWWTP	·
Chlorinator Auto control			NLWWTP	
Chlorine Gas Detectors	<u></u>		NLWWTP	
MCP(A)			NLWWTP	
MCP (B)			NLWWTP	
City of Lyndo Bushasing Pictic			NLWWTP	

	PURCE	LASING DIVISION		
Electrical Switch Gears	Any / all		NLWWTP	
LS-level indicator			SLWWTP	
Soada		CIMME	SLWWTP	
VFD	ROBICON	454GT	SLWWTP	2
VFD	Omron		SLWWTP	2
VFD	TECO		SLWWTP	2
Belt Press			SLWWTP	
BP-MCP			SLWWTP	
BP-Flow Meters (3)			SLWWTP	
Pump Controls	Millitronics		SLWWTP	
VFD LF Pump II			SLWWTP	
MCP(Lift Station)			SLWWTP	
VFD LF Pump I			SLWWTP	
VPD LF Pump II			SLWWTP	
BP-Conveyor Controls			SLWWTP	
Electrical Switch Gears	Any / all		SLWWTP	
SCADA	GE Fanuc	CIMME	ZWWTP	·
VFD	ROBICON	CHITITIO	ZWWTP	
VFD	TECO		ZWWTP	
MCP(A) (LS)	SquareD		ZWWTP	
VFD (TF)	04 447		ZWWTP	
MCP(B) Compressor)	······································		ZWWTP	
MCP © Operations			ZWWTP	
Actuators (2)			ZWWTP	<u> </u>
Flow Meters (4)	Millitronics			
Electrical Switch Gears	Any / Ali		ZWWTP ZWWTP	
CL2 Gas Detector			ZWWIP	
SCADA	GE Fanuc	CIMME		
CL2 Scale	OD I mino	CHATIATE	COWWTP	
CL2 Auto System			COWWIP	
CL2 Gas Detector			COWWTP	
MCP			COWWIP	
LS-level indicator		·	COWWTP	
Electrical Switch Gears	Any / All		COWWTP	
SCADA	GE Fanue	CIN AD ATT	COWWTP	
CL2 Gas Detector	OE Failue	CIMME	UNIWWTP	
MCP			UNIWWTP	
L			UNIWWTP	



FY23-045

FY23-045 Information and Electrical Controls Maintenance and Emergency Response – Utilities Department

Issue Date: 4/3/2023

Questions Deadline: 4/10/2023 02:00 PM (CT)

Response Deadline: 4/26/2023 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: ealdape@ci.laredo.tx.us

Event Information

Number:

FY23-045

Title:

FY23-045 Information and Electrical Controls Maintenance and Emergency

Response - Utilities Department

Type:

Request For Bid

Issue Date:

4/3/2023

Question Deadline:

4/10/2023 02:00 PM (CT) Response Deadline: 4/26/2023 05:00 PM (CT)

Notes:

******Vendor shall provide a detailed listing of items being proposed. (List shall be

uploaded onto Cit-E-bid)

******A reference list for similar jobs shall be provided with the bid. (List shall be

uploaded onto Cit-E-bid)

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: Email:

(956) 791-7326 jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021,pdf

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

FY23-045 Info & Electrical Controls Maint.pdf

FY23-045 Information and Electrical Controls Maint. & Emergency Response

FY23-045 Form 1295.pdf

FY23-045 Form 1295









Bid Attributes

1	Questionnaire Description
	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
	Square E Services LLC. Juan-Pablo Cantu
! ·.	Owner Juan-Pablo Cantu (956) 466-3492
	(Required: Maximum 1000 characters allowed)
3	State how long under has the business been in its present business name
	_ 7
	(Required: Maximum 1000 characters allowed)
4	If applicable, list all other names under which the Business identified above operated in the last five years
	(Required: Maximum 4000 characters allowed)
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. N/A

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?
٠.	
	(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? N/A
	(Required: Maximum 4000 characters allowed)
8	Chata is the Common in a second
	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 notential conflicts of in

ial conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) Include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member if additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731,

1	Conflict of Interest	Questionnaire Form	CIQ
		·	

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

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11	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes 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.
1	This is a New Submission
14	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (If applicable) Juan-Pablo Cantu, PE (Required: Maximum 1000 characters allowed)

1	Question 2. Contract Information
5	Please include the following: a)Contract or Project Name b)Originating Department
	FY23-045 Information and Electrical Controls Maintenance and Emergency Response –
	Utilities Department
	(Required: Maximum 4000 characters allowed)
1 6	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)
	Square E Services LLC
,	
٠.	(Downson, Maria and Maria
	(Required: Maximum 4000 characters allowed)
1 7	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.
17	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 It applies to my business (Required: Check only one)
1 7 1 8	Not Applicable ☐ It applies to my business
1	Not Applicable ☐ It applies to my business (Required: Check only one) Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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, skin this section. If it applies to you please list the name of partners.
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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 partners.
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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 partners.
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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 partners.
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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 partners.
1	Mot Applicable ☐ It applies to my business (Required: Check only one) 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, skin this section. If it applies to you please list the name of partners.
1 8	Mot Applicable ☐ It applies to my business (Required: Check only one) 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.
1 8 1 9	Mot Applicable ☐ It applies to my business (Required: Check only one) 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 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(les) in this section. (Optional: Maximum 4000 characters allowed) Question 5. List any individuals or entities that will be subcontractors on this contract
1 8	Mot Applicable ☐ It applies to my business (Required: Check only one) 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.

0	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.
L	(Optional: Maximum 4000 characters allowed)
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract
L	☑ 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 this contract
	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
_	
	(Optional: Maximum 4000 characters allowed)
2	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, lobbyist, or consultant retained to assist in seeking contract (Question 6)
	☑ Not Applicable ☐ It applies to my business (Required: Check only one)
2 4	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.
	in this section.
	(Optional: Maximum 4000 characters allowed)

2 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
	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?
	☐ I am aware of conflict of interest ☑ I am not aware of any conflict of interest (Required: Check only one)
27	8. Disclosure of Conflict of Interest
'	If you selected I am aware of conflict of interest is question 8, please list them in this section.
<u>L</u>	(Optional: Maximum 4000 characters allowed)
8	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.
	区I have read and understand this section (Required: Check if applicable)
•	(Required: Check if applicable)
29	(Required: Check if applicable) Question 10. No Contact with City Officials or Staff during Contract Evaluation
29	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with proceedings.
29	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with proceedings.
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30	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. I have read and understand this section (Required: Check if applicable)

3	Question	11. Oath
v	wuosuvii	ıı. Vauı

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

- 2.)Owner
- 3.) Square E Services LLC
- 4.) 4/24/2023

(Required: Maximum 4000 characters allowed)

Question 12, Oath

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

I swear or affirm information is correct (Required: Check if applicable)

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. 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.

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

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 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

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

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

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request,

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of

issuance of this RFB.

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.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, email or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An

"ALL OR NONE" basis bid must include all items in the specifications.

- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may 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 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 Certifled Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: "Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid

documents."

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

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

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

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

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

arrival, no sale".

- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

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

☑ I Agree to the Terms and Conditions (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. 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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
 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 (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-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

I certify to the terms and conditions

(Required: Check if applicable)

3 | Contract Requirements

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

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

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

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

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be

signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

区 I have read and understand this section (Required: Check if applicable)

<u> </u>		
8	influencing or attempting to influence an officer or employee of Congress, or an employee of a member of contract, grant or any other award covered by 31 H.S.	\$100,000 must file the required certification. Each tier certifies ral appropriated funds to pay any person or organization for bloyee of any agency, a member of Congress, officer or of Congress in connection with obtaining any Federal C. 1352. Each tier must also disclose any lobbying with non-ining any Federal award. Such disclosures are forwarded
39	We are a local vender with permaner	ference ordinance 2018-O-175. All informal and formal is 5% preference for local vendors. Into the resident employees in Laredo.
	(Optional: Maximum 1000 characters allowed)	
Bi	d Lines	
1	Package Header	
	34.1 Proposed Fee for annual maintenance of Water items being proposed. (List shall be uploaded onto Ciprovided with the bid. (List shall be uploaded onto Cit-Quantity:1 UOM: PKG	System *******Vendor shall provide a detailed listing of it-E-bid) *******A reference list for similar jobs shall be E-bid) Total: \$ 456,300.00 No bid Additional notes (Attach separate sheet)
	Package Items	
	1.1 Proposed Total Hours to complete specified Maint Quantity: 260 UOM: Hourly Rate Supplier Notes:	Price: \$ 130.00 Total: \$ 33,800.00
	1.2 Proposed Total Hours to complete specified Maint	renance Technician
	Quantity: 1000 UOM: Hourly Rate Supplier Notes:	Price: \$115.00 Total: \$115,000.00
	4.2 Proposed Total House to consider an assess of Maria	Innana Barbar I I
4	ing Liphosea Tarai Liphis (O collible(6 Specilieu Maint	enance System Integrator
	1.3 Proposed Total Hours to complete specified Maint Quantity: 1000 UOM: Hourly Rate Supplier Notes:	Price: \$ 125.00 Total: \$125,000.00

	1.4 Proposed Total Hours to complete specified Maintenance Journeyman Electrician				
	Quantity: 1000 UOM: Hourly Rate Price: \$ 110.00 Total: \$ 110,000.00				
	Supplier Notes: Additional notes (Attach separate sheet)				
	1.5 Proposed Total Hours to complete specified Maintenance Professional Engineer				
. •	Quantity: 500 UOM: Hourly Rate Price: \$ 145.00 Total: \$ 72,500.00				
	Supplier Notes:				
	Additional notes (Attach separate sheet)				
2	Package Header				
	34.2 Proposed Fee for annual maintenance of Sewer System ******Vendor shall provide a detailed listing of items being proposed. (List shall be uploaded onto Cit-E-bid) *******A reference list for similar jobs shall be provided with the bid. (List shall be uploaded onto Cit-E-bid)				
- 1	Quantity: 1 UOM: PKG Total: \$ 456,300.00				
	Item Notes: Please submit "0" for unit price				
	Supplier Notes: Additional notes				
	Additional notes (Attach separate sheet)				
	Package Items				
٠.	2.1 Proposed Total Hours to complete specified Maintenance Management				
	Quantity: 260 UOM: Hourly Rate Price: \$ 130.00 Total: \$ 33,800.00				
	Supplier Notes:				
	Additional notes (Attach separate sheet)				
	2.2 Proposed Total Hours to complete specified Maintenance Technician				
	Quantity: 1000 UOM: Hourly Rate Price: \$ 115.00 Total: \$ 115,000.00				
	Supplier Notes:				
	Additional notes (Attach separate sheet)				
	2.3 Proposed Total Hours to complete specified Maintenance System Integrator				
	Quantity: 1000 UOM: Hourly Rate Price: \$ 125.00 Total: \$125,000.00				
	Supplier Notes: Additional notes				
	(Attach separate sheet)				
	2.4 Proposed Total Hours to complete specified Maintenance Journeyman Electrician				
	Quantity: 1000 UOM: Hourly Rate Price: \$110.00 Total: \$110,000.00				
	Supplier Notes: Additional notes (Attach separate sheet)				
1					

2.5 Proposed Total Hours to complete specified Ma	aintenance Professional Eng	ineer
Quantity: 500 UOM: Hourly Rate		
Supplier Notes:		Additional notes
		(Attach separate sheet)
Package Header		
34.3 Proposed Fee for Emergency Responses ** proposed. (List shall be uploaded onto Cit-E-bid) ** bid. (List shall be uploaded onto Cit-E-bid)	******Vendor shall provide a o ******A reference list for simil	detailed listing of items being ar jobs shall be provided with the
Quantity: 1 UOM: PKG	T	otal: \$ 239,000.00
Item Notes: Please submit "0" for unit price		[] Na kid
Supplier Notes:		No bid Additional notes
		(Attach separate sheet)
Package Items		
3.1 Proposed Total Hours to complete specified Ma		
Quantity: 100 UOM: Hourly Rate		Total: \$ 16,500.00
Supplier Notes:		
		(Attach separate sheet)
3.2 Proposed Total Hours to complete specified Ma	intenance Technician	
Quantity: 500 UOM: Hourly Rate	Price: \$145.00	Total: \$ 72,500.00
Supplier Notes:		Additional notes
		(Attach separate sheet)
3.3 Proposed Total Hours to complete specified Ma	intenance System Integrator	•
Quantity: 500 UOM: Hourly Rate		
Committee Nava-se		
		Additional notes (Attach separate sheet)
2.4 Drawand Tatal Hausstern and Later 15. 134	• .	
3.4 Proposed Total Hours to complete specified Ma		
Quantity: 500 UOM: Hourly Rate	Price: \$140.00	Total: \$ 70,000.00
Supplier Notes:		Additional notes
		(Attach separate sheet)
Package Header		
- working House		
Estimated Total Contract Price		
		otal: \$ 1,151,600.00
Item Notes: Please submit "0" for unit price		No bid
Supplier Notes:		Additional notes
		(Attach separate sheet)

Package Items
4.1 ESTIMATED TOTAL CONTRACT PRICE (34.1 Water System + 34.2 Sewer System + 34.3 Emergency Response)
Quantity: 1 UOM: Total Price: \$ 1,151,600.00 Total: \$ 1,151,600.00
 Additional notes (Attach separate sheet)

Supplier into	Hauon
Company Name:	Square E Services LLC
Contact Name:	Juan-Pablo Cantu PE
Address:	32238 Whipple Rd
	Los Fresnos Texas 78566
-	
Phone:	(956) 466-3492
Fax:	
Email:	jpcantu@squareellc.com
Supplier Note	S
By submitting your notes of the submitted in the submit	Eantu Signature Signature

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ			
TH	its questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
שוו	ils questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who is a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the indor maets requirements under Section 176.006(a).	Date Reneived			
((A	law this questionnaire must be filed with the records administrator of the local governmental entity not later an the 7th business day after the date the vendor becomes aware of facts that require the statement to be ad. See Section 176.006(a-1), Local Government Code.				
Off	vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An ense under this section is a misdemeanor.				
1	Name of vendor who has a business relationship with local governmental entity.				
	N/A				
2	Check this box if you are filing an update to a previously filed questionnaire. (The law is completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate.	ss day after the date on which			
3	Name of local government officer about whom the information is being disclosed.				
	N/A				
	Name of Officer				
41	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A A. is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No B. is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?				
e l	Yes No				
5	Describe each employment or business relationship that the vendor named in Section 1 in other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	naintains with a corporation or officer or director, or holds an			
ن ـــنــ	N/A				
6	Check this box if the vendor has given the local government officer or a family membe as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	of the officer one or more gifts 003(a-1).			
7	Signature g business with the governmental entity	/2023 Date			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTE	RESTED PARTIES			FORM 1295			
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	OFFICEUSEONLY						
entry a bittoe of phalifage.							
Square E Services LI							
2 Name of governmental entity or state which the form is being flied.	agency that is a party to the contract	for					
N/A							
Provide the identification number use and provide a description of the good	ed by the governmental entity or state to or services to be provided under the	agency to econtract.	track or ide	ntify the contract,			
N/A							
4 Name of Interested Party	Chy, State, Country (place of buelness)	Natur	e of Interes	t (check applicable)			
	(Prince of Mantings)	Cos	ntrolling	Intermediary			
N/A							
			·				
		_					
Chack only if there is NO interested P	arty. x						
AFFIDAVIT	I swear, or altinn, under penalty of pe	riury, that the	Bhave display	ill'e is into and correct			
	(m)	1/24/20	023				
AFFIX NOTARY STAMP / SEAL ABOVE	ii aumonze	n aßeur ot co	intracting busin	nesa entity			
Sworn to and subscribed before me, by the said day, this the day							
Signature of officer administering cath	Printed name of officer administering os	th	Title of office	er administering cath			
ADD ADDITIONAL PAGES AS NECESSARY							

Form provided by Texas Ethics Commission

eu.xi.etaia.ezidie.www

Adopted 10/5/2015

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

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ					
For vendor doing business with local governmental entity						
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. OFFICEUSE ONLY						
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received					
By law this questionnaire must be filed with the records administrator of the local governmental entity not late than the 7th business day after the date the vendor becomes aware of facts that require the statement to be						
A vendor commits an ollense 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.						
N/A						
Check this box if you are filing an update to a previously filed questionnaire. (The law completed questionnaire with the appropriate filing authority not later than the 7th busin you became aware that the originally filed questionnaire was incomplete or inaccurate	ass day after the date on which					
Name of local government officer about whom the information is being disclosed.						
N/A						
Name of Officer	<u>.</u>					
Describe each employment or other business relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described and B for each employment or business relationship described. Attacked the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government or officer, as described by the local government or officer.	ith the local covernment officer					
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?	likely to receive taxable Income,					
Yes No						
B. Is the vendor receiving or likely to receive taxable income, other than investme of the local government officer or a family member of the officer AND the taxable local governmental entity?	nt income, from or at the direction is income is not received from the					
Yes No						
Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	maintains with a corporation or officer or director, or holds an					
N/A						
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b).	er of the officer one or more glits 0.003(a-1).					
$\frac{7}{2}$						
or doing business with the governmental entity	4/2023 Oate					

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

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

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

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

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

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

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

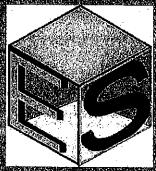
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving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

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

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

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

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STATEMENT OF QUALIFICATIONS

SQUARE E Services, LLC 32238 Whilpple Rd.

32238 Whipple Rd.
Los Fresnos TX 78566
EC # 30003
Phone: 956-466-3492 Fax: 956-233-4826

Statement of Qualifications

For the City of Laredo

FY 23-045 Information and Electrical Controls Maintenance and Emergency Response Utilities Dept.

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I. FIRM INTRODUCTION

Square E Services, LLC is a minority owned and operated engineering firm. Our principal office is located in Laredo, Texas, with a remote office located in Los Fresnos TX. It shall be noted our personnel are located in Laredo Tx. This Company offers a well-rounded spectrum of Technical/Electrical and Engineering services. We provide viable support for the most modern of equipment along with solid solutions to the typical problems from the aging infrastructure facing all municipalities in our area. Our Professional Engineering services include improvements and additions to regional water and wastewater plants and Utility Infrastructure; including design and construction of HVAC and electrical/energy services; construction management; and inspection services. Our well-seasoned personnel are all trained in the state of the art equipment found in your facilities. To add, we are you present Facilities Maintenance Provider and our experience is in your equipment exactly. Our firm is ready to offer SCADA/Electrical Maintenance support as well as Engineering and Construction Inspection Services

Donovan Bragg, will be the Main Contract Administrator and is ready to continue to meet the needs of the City. He has 10+ years in programming and SCADA Integration, Panel Building, Trouble shooting, and overall Construction Management and is ready to be you main point of Contact.

Jonathan Monroe, is our second in command and has 5+ years of Electrical Construction experience, including the last 3+ years as a technician and SCADA Integrator.

Juan Pablo Cantú, P.E., will be the lead engineer and project manager for any Engineering needs that this Contract might require. He has over 20 years of progressive engineering experience. The years of experience includes Design, Project Management and, Construction Engineering for Water Plants, Sewer Plants, Liftstaitons, and the design of entire Electrical Systems for W/WW treatment plants.

The Square E Services team is ready to continue assisting the City of Laredo with their numerous projects. It shall be noted that the bulk of our personnel either live in Laredo, or stay in Laredo on a weekly basis. More than 90% of Square E Services efforts involve the City of Laredo, and we are ready and willing to continue supporting the City of Laredo in this same capacity. It should be noted that we have previously spent much time with City personnel over the last 10 years and have become intimately familiar with the many issues facing the COL, as well as maintain a very good working relationship with the COL family. Upon negotiating a contract, Square E Engineering. LLC can provide the COL with the necessary general and professional liability certificates.



Square E Services technical and analytical expertise' include the following:

Engineering Services

- Electrical/SCADA System Design, Installation, and Inspection
- Engineering Studies and Assessment Reports
- HVAC, Electrical, Lighting, MEP services
- Electrical System Design for W/WW facilities
- Design, bid, Construction of projects including Buy American and Davis Bacon Act verification and compliance reporting.
- Water Treatment facilities Planning and Design and Troubleshooting
- Water Treatment facilities Rehabilitation
- Project Management

SCADA Services

- SCADA Integration and Expansion
- Design and Implementation of communications system
- Development Mobile Controls System to allow Key personnel access to system parameters via mobile phones
- Water Treatment SCADA facilities Planning and Design and Troubleshooting
- Water Treatment facilities Rehabilitation

Electrical Services

- Lift Station Construction and Design;
- W/WW Electrical system Design, Construction,
- Electrical Inspection and assessment services
- Project Management



JUAN-PABLO CANTU, P.E. (Engineer)

Mr. Cantu has over 20 years of progressive experience in the electrical design and construction of water and wastewater infrastructure projects. He received his Bachelors of Science in Electrical Engineering from Texas A&M University-Kingsville in 1995, and is a Licensed Professional Engineer (#90105) in Electrical Engineering in the State of Texas. He has extensive experience in the construction, inspection, and electrical design of water/wastewater infrastructure projects. He also has extensive experience in contract management and regulatory agency coordination.

Engineering Projects: Tasks included development of Bid Documents including

- . LMWD:
 - Electrical Design and Construction Management of Liftstation No. 19
 - LMWS WWTP Blower Expansion Project
 - Port Isabel WWTP Monofill Methane Monitors Engineering
- Brownsville PUB:
 - Electrical Design Lift stations #6, #63, #159.
 - SRWA Electrical design for Transfer Pump expansion
- City of Rio Hondo Emergency:
 - Waterline interconnect. Lead Engineer in charge of overall efforts of finding funding and the Design Process.
 - Design and Construction Engineering for WTP upgrades; AMR design and implementation; Water Tower and GST tanks upgrade project; water line replacement project.
- S&B Infrastructure:
 - Electrical and SCADA Design and Construction phase Engineering for Palmview Collection System Phase 1
 - Liftstations A2, F,G, and G7
- Sharyland WSC 8MGD WTP Project includes design of Full WTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways and Controls Systems etc. – est. \$1,800,000
- City of La Joya WWTP Project includes design of Full WWTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways etc. est. \$3,500,000
- City of La Joya WTP expansion Project includes design of Electrical System for the plant, Electrical System including wiring, breaker replacement, and raceways etc. est. \$1,600,000
- City of Brownsville Storm Water Emergency Generator Improvements. Design and overall Electrical Construction Management/Inspection of installation of 2ea. 350kW Emergency Generators.
- City of Rio Hondo WTP Improvements: Project included Design of Full WTP Control System for plant including: Control for all pump stations, RTU and MTU designs; and RTU interface for Vendor Supplied WTP equipment. ~ \$125,000.00
- Raw Water Pumping Facility for ERHWSC: Electrical System Project design included Pump Starters and Low Voltage Distribution Equipment. Construction inspection services; Interface with County, Utility, and Owner for permitting and final inspection and Startup. - \$250,000.00



- City of Laredo:
 - Design of MHOC Booster Station Redundant Feeder Circuit: Electrical System Project design included:
 - Initial Design analysis of existing project, Harmonic Analysis and recommendation for redundant feeder system. Engineering Design and Construction inspection services, Interface with City, Utility, and Owner for permitting and final inspection and Startup.
 Total Project-\$500,000.00
 - Engineer of Record for n Booster Station Generator Packages Tasks included:
 - Development of all Bidding documents and Design Documentation.
 Project Total \$2.2 Million
 - Engineer of Record for 10 Liftstation Generator Packages.
 - Development of all Bidding documents and Design Documentation Project Total \$1.5 Million

As an Electrical Project Manager: Tasks included, the Development of a Schedule that included all tasks from initial groundbreaking of Electrical crews to Commercial Operation Date; Development of Submittals for Change orders, Requests for Information, and Field Change Request; Managed Budgets, Set timelines, schedules, and meetings to ensure project proceeded as planned

- City of San Benito WWTP Electrical System Construction Management 12 Month Project, Approximately \$1.5M project
- ERHWSC 6MGD WTP Electrical System Construction 3 Month Project, Approximately \$350k
 Budget
- Edinburg West 6MGD WTP Electrical System Construction 18 Month Project Approximately \$2.5M Budget
- Rancho Viejo Waste Water Collection System Construction inspection. During this project worked with a local Engineering firm NRS. Was in charge of two inspectors on Construction of various liftstation construction projects, installation of sewer line, manholes and forcemain.

EDUCATION

- Graduated with a Bachelor of Science-Electrical Engineering-Texas A & M University, Kingsville, Texas 1990-1995 GPA: 3.1
- Honor Graduate, Los Fresnos High School, Los Fresnos, Texas 1986-1990

ACTIVITIES, SCHOLARSHIPS, AND AWARDS

- Eta Kappa Nu Electrical Engineering Honor Society,
- NHSF and NACME Scholarship Recipient
- TAMUK College of Engineering Academic Honor Roll,
- Professional Engineer #90105



Ceferino Hernandez

PROFILE

Designer
Journeyman Electrician
Project Manager
Lead Inspector

EDUCATION

- Associates Degree 1983
- Center of Technological Studies, Reynosa Mexico

Licenses, Training, Experiences

Journeyman Electrician State of Texas #96210

Project Experience:

Engineering Designer
Water Treatment Plant Construction/Construction Inspection
Waste Water Treatment Plant Construction
Lifstation Construction

Installation Experience:

Underground ductbank construction
Motors of all sizes
Generators of all sizes
Switchgear and MCC's
Conduit and Wiring and Startup of electrical systems
Control Panels
Selected Project Experience

Square E Engineering LLC.

5 years of progressive project experience including duties as a Project Manager in the projects listed below. Responsibilities include planning, project coordination, and a Forman in charge of laborers. Charge of the construction various projects. In this position my responsibilities included ordering of materials, coordinating work with other Contractors and planning job tasks for our crews.

PROJECT NAME 1. City of Laredo Maintenance 2. Aurora Algae 3. Sharyland WSC Alton WTP 4. El Pico WTP Grounding Improv. PROJECT LOCATION Project Manager Project Manager Arroyo City, TX Project Manager Construction Inspector South Padre Island, TX Construction Inspector

System Controls and Instrumentation San Antonio Texas. October 2007 to May 2014

7 years of progressive project experience including duties as a project Foreman in the projects listed below. In this position a displayed my capabilities as a planner, project coordinator, and a Forman in charge of laborers. From project documentation including plans and specifications, I was responsible for



the construction various projects. In this position my responsibilities included ordering of materials, coordinating work with other Contractors and planning job tasks for our crews.

PROJECT NAME	PROJECT LOCATION	POSITION HELD		
Jefferson Street WTP	Laredo, TX	Journeyman/Foreman		
Edinburg WTP	Edinburg, TX	Journeyman/Foreman		
7. San Benito WWTP	San Benito, TX	Journeyman/Foreman		
8. South Padre Island WWTP	South Padre Island, TX	Journeyman/Foreman		
9. Donna WWTP	Donna, TX	Journeyman/Foreman		
10. La Feria WWTP	La Feria, TX	Journeyman/Foreman		
11. Mission Lift Station	Mission, TX	Journeyman/Foreman		

KST, Manor Texas February 2007 to September 2007

7 months of work experience in commercial projects as a Journeyman Electrician. Projects included School, and other Commercial Rehab projects

Global Electric, Brownsville TX, March 2006 to September 2006

6 months of work experience in Marine Electrical Projects as a Journeyman Electrician. Project included The electrical construction of a lounge/rest area for workers on a platform. Work included, the electrical system, communication systems wiring, fire alarm system wiring etc.

Schmidt Electric, Austin TX, January 2004 to December 2005

2 years of work experience in Commercial Projects as a Leadman Electrician. Project included The electrical construction of the electrical system for the University of Texas at Brownville Texas. Work included construction from the underground electrical system to complete building electrical.

Heggen Electric, Mercedes TX September 2002 to October 2003

1 year of work experience in Industrial Projects as an Electrician/Foreman. Projects included the installation of the electrical system for various plastic injection molding machines. These projects including coordination with other Contractors and Engineers. My efforts lead to successful completion of this project and additional bonus for myself and my company. Other projects included construction from the underground electrical system to complete building electrical for various commercial projects.

Electrical Systems of Texas, Mission TX May 1997 to September 2001

4 years of work experience in Motor and Motor Control system repairs as an Electrical Technician. Projects included the installation of the electrical system for various locations. These projects including coordination with other Contractors and Engineers. The work included the installation of various Motors, Electrical Systems, Lighting systems, and Motor Control systems.



Johnathan T. Monroe 1820 McPherson Ave Apt B, Laredo, TX, 78040 956-371-1005 monroecjt@gmail.com

Objective

Instrumentation and Controls Specialist

Computer skills

Languages

- Proficient with: C++ and Python
- Familiar with: C#, Microsoft Visual Basic, Java, JavaScript, HTML, and SQL

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Software

- Database: Microsoft SQL Server, Oracle, MySQL
- Controls: Proficy Process Systems, Proficy iFix,

Experience

Assistant Electrician

12/16/2013 - 7/3/2015

Square E Engineering

- Assisted in the development of a new SCADA system at San Antonio Water Supply by creating and naming addresses and assisting in the construction of control panels (2013)
- Assisted in the installation of switchgears, breakers, and service lines (2014)
- Assisted in the installation of a switchgear and a VFD (2015)

Instrumentation and Controls Specialist

5/30/2016 - Present

Square E Engineering

- Experience in programming, troubleshooting, and repairing: PLC's, mag meters, transmitters, and valve actuators in relation to water plants
- Provide maintenance to control and electrical systems throughout water and wastewater plants
- Provide solutions to problems by using manuals, diagrams, schematics, and necessary tools (ex. Multimeter)
- Construction and maintenance of control and lighting panels



Education

University of Texas at Rio Grande Valley

Aug 2012 - May 2016

Brownsville, Texas

- Bachler of Science in Computer Science
- Graduated Cum Laude with a GPA of 3.59 and a core GPA of 3.8

Certificates and Achievements

Acquired Apprentice Electrician's License on November 14, 2016

Skills

Languages

- Fluent in English
- Intermediate fluency in Spanish
- Beginner fluency in American Sign Language

Other

- Intermediate proficiency in Microsoft programs (ex. Word, Excel, and PowerPoint)
- 4 years Customer Service experience assisting in family owned business

references

Juan-Pablo Cantu

Owner of Square E Engineering

- Cell: 956-466-3492
- E-mail: jpcantu@squareceng.com



NATIVIDAD L VALENCIA

20106 Morris Rd Harlingen, Texas 78552 Master Elec # 28369

Master Electrician:

o 45+ years experience as an Electrician in the South Texas Area

- Tasks include: Planning, Bidding, Ordering of materials, Organizing Labor, Actual Construction, Project Management, and Supervisory tasks
- Projects include numerous residential and commercial projects in the South Texas area.

Master Electrician of Record for Square E Services:

- Tasks include: Assistance in Planning, Bidding, Ordering of materials, Organizing Labor,
 Project Management, Construction and Supervisory task
- Assistance in Design and Inspection Services for numerous projects
- City of Pharr WWTP Clarifier Additions Construction and Management of Electrical Crews for Clarifier improvement project. Approximately \$200,000.00
- ULA Main Breaker Project Construction and Management of Electrical Crews for replacement of numerous main breakers at the Harlingen ULA facility. Fast track project started on a Friday at 5:30 ran two shifts to be completed by Monday at 7:00am Approximately \$ 250,000.00
- Eagle Pass ISD Service Entrance Project Construction and Management of Electrical Crews for replacement of numerous Service Entrance, Swgr. and Main Transformer at the Eagle Pass ISD Campus. Fast track project started on a Friday at 5:30 ran two shifts to be completed following by Monday at 7:00am During School year Spring Break. Approximately \$ 150,000.00
- City or Rio Hondo Design and Construction Management for WTP upgrades; AMR design and implementation; Water Tower and GST tanks upgrade project; Estimated \$3M
- Sharyland WSC 8MGD WTP Project includes assistance in design of Full WTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways and Controls Systems etc. - est. \$1,800,000
- City of La Joya WWTP Project includes assistance in design of Full WWTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways etc. – est, \$3,500,000
- City of La Joya WTP expansion Project includes assistance in design of Electrical System for the plant, Electrical System including wiring, breaker replacement, and raceways etc. est. \$1,600,000

Electrical Contracting (in a Consultant Capacity):

Supervisory role at the Aurora Algae Facility, in Arroyo City Texas. Demonstration plant Electrical System – This project included the full construction from green field for the Design and installation of 1200A Switchgear and related distribution system to run the 10 Acre site. 4 Month Project, Approximate \$700K Budget.

LICENSES, AND ACTIVITIES,

Master Electrician #28369



Active in the Our Lady of Assumption Catholic Church in Harlingen Tx

Professional References

Upon Request



List of References

Adrian Montemayor
System Manager
Webb County Utilities Department
513 Martha Drive
Rio Bravo TX 78046
P: 956-523-5590 | F: 956-724-7906
E-Mail: agmontemayor@webbcountytx.gov

Eric Haydon
Operations Manager
East Rio Hondo W.S.C
206 Industrial Pkwy.
Rio Hondo TX 78583
P: 956-247-7744 | F: 956-748-3179
E-Mail: elhaydon@erhwsc.com

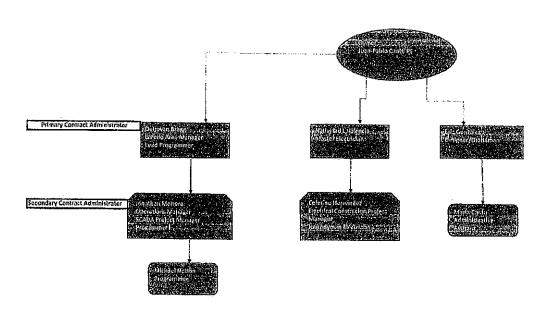
Charles Ortiz, P.E.
District Engineer
Laguna Madre Water District
105 Port Road
Port Isabel TX 78578
P: 956-943-2626 ext. 130 | F: 956-943-6827
E-Mail: cortiz@lmwd.org

Alfredo J. Resendez, P.E.
Project Manager
Freese and Nichols Inc
Brownsville TX 78526
P: 956-873-1203 | F: E-Mail: AResendez@brownsville-pub.com

Ignacio Hinojosa, EIT
Project Manager
Ardurra Group Inc.
6010 McPherson Rd. Suite 110
Laredo TX 78041
P: 956-462-5511
E-Mail: ihinojosa@hnvinc.com

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JUAN PABLO CANTU

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature