



City of Laredo
Purchasing Division
RENEWAL NOTICE

July 21, 2025

Mr. Francisco Lozano
Lozano Body Shop
319 E. Frost
Laredo, Texas 78040

Re: Auto & Truck Body Shop Repairs Services
Contract FY22-001
Extension III

Dear Mr. Lozano,

This is to inform you that contract FY22-001 for auto and truck body shop repair services which was approved by City Council on October 18, 2021 is up for renewal. This is the last extension period for this contract.

Pricing under contract:

| | <u>Section I</u> | <u>Section II</u> |
|------------------------------------|-------------------|-------------------|
| Hourly Flat Labor Rate | \$ 25.00 per Hour | \$ 25.00 per Hour |
| Parts Percentage (%) Price Mark-up | 15% | 15% |
| Cost of pick/up delivery | No Charge | No Charge |
| Storage fees per day | No Charge | No Charge |
| Warranty offered on repairs | 1 Year | 1 Year |
| Warranty offered on paint | 1 Year | 1 Year |

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Lozano Body Shop

Accept ☒

Reject ☐

Authorized Signature: 

Print Name: FRANCISCO LOZANO

Date: 7/22/25

**CITY OF LAREDO
SIGNATURE ROUTING FORM**

Date: 9-24-24

Re: Auto & Truck Body Shop Repairs - Fleet (PROJECT NAME)
F422-001 - Lozano Body Shop

- ☐ Ordinance # _____
☐ Resolution # _____
☐ Motion # _____
☒ N/A, if not applicable

Please sign for Purchasing (DEPARTMENT). A total of 4 documents needs your signature.

- ☐ This contract does not require Council action.
☒ The bid was accepted by City Council on 9-3-2024

Pending signature:

☐ Risk Department (if applicable) _____ (DATE)

☐ Finance Department (if applicable) _____ (DATE)

☒ Legal Department [Signature] _____ (DATE) 9/24/24

☒ City Manager's Office Comy Roxana 9/25/24 _____ (DATE)

☐ City Secretary's signature _____ (DATE)

* Distribution: Martha Navarro

Contact Info:

Please return signed document(s) to **Purchasing Dept.** For any questions, please contact

Patricia Perez at 956-794-1737 or email at fperez@ci.laredo.tx.us.

fperez

Thank you.

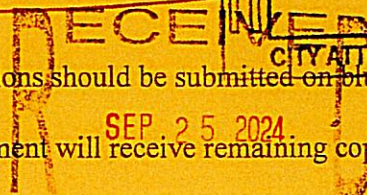
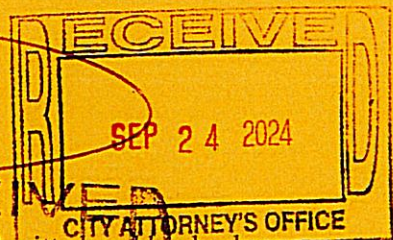
PLEASE EXPEDITE

****NOTE****

Original contracts, ordinances, motions, and resolutions should be submitted on blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.

City Manager's Office Revised on 05/24/2023





**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF LAREDO, TEXAS
AND
Lozano Body Shop**

This agreement for contract services ("Agreement") is made by and between the **City of Laredo**, Webb County, Texas, a home-rule municipality, acting by and through its duly authorized City Manager ("**City**"), and which maintains a primary business address of 1110 Houston Street, Laredo, Webb County, Texas, and **Lozano Body Shop ("Provider")**, acting through its duly authorized agent, Francisco Lozano, which maintains a primary business address of 319 E. Frost, Laredo, Texas 78040. The City and **Lozano Body Shop** are hereinafter sometimes referred to as the Parties.

WHEREAS, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of work and/or services defined and described more particularly in Section I of this Agreement;

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the Work and/or Services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services;

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement;

WHEREAS, **Lozano Body Shop** has authority to enter into this Agreement and Francisco Lozano has authority to execute this Agreement on behalf of **Lozano Body Shop**; and

WHEREAS, the Parties desire to formalize the selection of Provider for the performance of the Work and/or Services as defined and described particularly in Section I of this Agreement and desire that the Work and/or Services be performed in accordance with the terms and conditions of this Agreement and those stated in **Exhibit A**, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the "Work" and/or "Services" as specified, and in accordance with, the requirements stated in the "Scope of Services" section of the Request For Proposal ("RFP") or Invitation for Bids, which is attached hereto as **Exhibit A** and which is incorporated herein by reference as if set out in full herein. As a material inducement to the City entering into this Agreement, Provider represents and warrants to City that Provider is fully equipped, competent and capable to perform the Work and/or Services as specified, and in accordance with, the requirements, stated in **Exhibit A** and that Provider is ready and willing to perform the Work and/or Services in a thorough, competent, and professional manner. Provider further warrants to City that Provider is experienced in performing the Work and/or Services contemplated herein and further described in **Exhibit A**.

The RFP's or IFB's Scope of Services section which is mentioned above shall include Provider's scope of Services, Work, and/or bid, which is attached hereto as **Exhibit A** and incorporated herein by these references as if fully set forth herein. Again, all Work and/or Services, as well as the Scope of Services shall be performed in accordance to the requirements and provisions of the RFP and/or the bid submitted by provider, **Lozano Body Shop** as stated in **Exhibit A**. Furthermore, Provider and Provider's Work and/or Services shall be insured, by the insurance policy ("Insurance Policy") obtained by Provider that meets the City's requirements, which are stated herein (**Exhibit B**). In addition, Provider and Provider's Work and/or Services shall also be performed and/or meet any and all requirements imposed on Provider by the Insurance Policy

(Exhibit B).

II. TERM

This Agreement will commence upon execution of this Agreement by both parties and will continue for one (1) year term. Either party may terminate this Agreement by giving thirty days' written notice to the other party. The agreement has the option to renew one (1), one (1) year extension period, upon mutual agreement of both parties and subject to the approval of the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, **Lozano Body Shop** to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Provider, Lozano Body Shop, covenants and agrees to FULLY INDEMNIFY DEFEND and HOLD HARMLESS, the City and its elected officials, employees, officers, directors, volunteers, representatives, and subcontractors (if any), individually and/or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and/or lawsuits, of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from and/or related to this Agreement and/or related to and/or arising out of Provider's exercise of and/or performance of the Services, Work, rights and/or duties under this Agreement, including, but not limited to, any acts and/or omissions of Provider and/or any agent, officer, director, representative, employee consultant or subcontractor of Provider and/or its respective officers, agents, officers, directors, representatives, employees, consultants, and/or subcontractors. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND/OR ANY OTHER LAW AND WITHOUT WAIVING ANY AND ALL DEFENSES THE CITY MAY HAVE UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.

Provider, Lozano Body Shop, shall promptly advise the City in writing of any claim and/or demand against the City or Provider known to Provider related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the annual amount of **250,000.00**.

Reimbursement for any Work and/or Services performed and completed by Provider in accordance with will be paid to Provider, upon City's receipt of a valid and detailed invoice from Provider, which invoice shall state and describe the Work and/or Services performed and completed by Provider in accordance with any and all requirements required by City in "**Exhibit A**", which is attached hereto and incorporated herein by reference, including, but not limited to, any and all City of Laredo reimbursement policies as stated in the RFP or IFB, which is attached hereto and incorporated herein by reference as "**Exhibit A**" and in the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "**Exhibit C**". However, in no case shall Provider be paid any amount in excess of the **\$500,000.00** in total compensation by the City unless City agrees to pay such additional compensation in a writing signed by both Parties.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, and addressed to the respective parties, at the addresses set forth, in this Agreement hereinbelow. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:

Joseph W. Neeb, City Manager
1110 Houston Street
Laredo, TX 78040

Lozano Body Shop

Owner Name: Francisco Lozano
Address: 319 E. Frost
City, State, Zip Code: Laredo, Texas 78040

VIII. CORPORATE AUTHORITY

If any party to this Agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, then that party represents to the other party that this Agreement and the transactions contemplated in this Agreement and the execution and delivery thereof have been duly authorized by all necessary corporate, partnership, and/or trust proceedings and/or actions, including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.

IX. AMENDMENT OR MODIFICATION

This Agreement represents the entire agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

Provider shall maintain insurance consistent with the terms of **Request of Proposals** which is attached hereto as **Exhibit B**, and incorporated herein for all purposes. Furthermore, Provider shall furnish the City with

original copies of valid insurance policies herein required upon execution of this Agreement and shall maintain said policies in full force and effect at all times during the term of this Agreement.

XI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. CONFIDENTIAL INFORMATION

Definition: The Parties anticipate that under this SERVICE AGREEMENT, it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). Confidential Information includes any information that is clearly identified as such at the time of disclosure by (a) appropriate stamps or markings on the documents exchanged or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

Exclusions: Confidential Information does not include information that:

- a. Public Knowledge: Is or becomes publicly known or available other than as a result of a breach of this SERVICE AGREEMENT by the Receiving Party.
- b. Pre-existing Possession: Was already in the possession of the Receiving Party as a result of disclosure by an individual or entity that was not then obligated to keep that information confidential.
- c. No Confidentiality Restrictions: The Disclosing Party had disclosed or disclosed to an individual or entity without confidentiality restrictions.
- d. Independent Development: The Receiving Party had developed or developed independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- e. Protection of Confidential Information: The Receiving Party shall use reasonable efforts to protect the Disclosing Party's Confidential Information with the same care it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this SERVICE AGREEMENT.
- f. Use of Confidential Information: The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this SERVICE AGREEMENT.
- g. Legal Requirements: If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement to provide the Disclosing Party with a reasonable opportunity to pursue appropriate legal processes to prevent or limit the disclosure. If the Receiving Party complies with the terms of this section, the disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this SERVICE AGREEMENT.
- h. Return or Destruction of Materials: The Receiving Party shall, upon the request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except for materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense. The Receiving Party may securely retain one (1) copy in its files solely for record-keeping purposes.
- i. Survival of Obligations: The Receiving Party's obligations concerning Confidential Information will

survive the termination or expiration of this SERVICE AGREEMENT for a period of two (2) years.

j. Confidential Information clause ensures that sensitive information shared between the Parties is protected and used only for the intended purposes of the SERVICE AGREEMENT, providing legal safeguards and mechanisms for addressing legal disclosure requirements while maintaining confidentiality.

XII. RIGHT TO TERMINATE AGREEMENT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this Agreement, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause at any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further Work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

All covenants, conditions, and agreements contained herein are hereby made a part of the Agreement and the Parties hereby agree that no agreements were made and/or exist related to this Agreement that are not documented herein, except the Agreements and/or terms contained in and required by the City in **Request of Proposals – For auto & truck body shop repairs- Fleet Dept** and Vendor's response thereto, both of which are attached hereto as "Exhibit A" and incorporated herein by reference as if set out in full herein, the insurance requirements and documents consistent with the terms of **Request of Proposals – For auto & truck body shop repairs- Fleet Dept** which is attached hereto as "Exhibit B", and the City of Laredo's Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as "Exhibit C".

If and to the extent this Agreement and the terms contained in Exhibit A and the terms in this Agreement conflict, then the terms contained in "**Exhibit A**" **Request of Proposals – For auto & truck body shop repairs- Fleet Dept** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$500.00.00**, under any circumstances.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the Agreement are descriptive only and shall have no legal force or effect whatever.

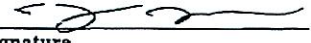
XV. SOLE REMEDY & GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas. In the event of any conflict between the Parties, the sole remedy to resolve any such conflict is to file a lawsuit in a state district Court in Webb County, Texas. No other Remedy, including, but not limited to, arbitration is available to either Party under this Agreement. Arbitration is not an available remedy under this Agreement.

The City in consideration of Provider's promises herein, including, Provider's promise of its full and true performance of the Work and/or Services, hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided therein.

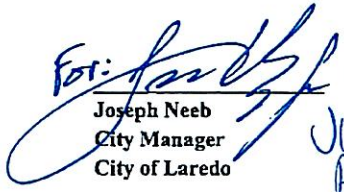
IN WITNESS WHEREOF, the Parties have duly approved this Contract executed on the _____ day of _____, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Lozano Body Shop
"Provider"


Signature

By: Francisco Lozano
319 E. Frost
Laredo, Texas 78040
Telephone: (956) 724-6373
Email: lozanobodyshop@yahoo.com

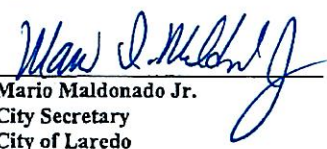
City of Laredo
"Owner"


Joseph Neeb
City Manager
City of Laredo

Date: 9/26/24


Jose A. Valdez Jr.
Asst. City Manager

ATTESTED:


Mario Maldonado Jr.
City Secretary
City of Laredo

APPROVED AS TO FORM:



for Doanh "Zone" T. Nguyen
City Attorney
City of Laredo



EXHIBIT A

Scope of Work

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION**

**AUTO & TRUCK BODY SHOP REPAIR SERVICES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for auto & truck body shop repair services for the Fleet Department.

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

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on September 29, 2021, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.

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

**Proposal: Auto & Truck Body Shop Repairs – Fleet Department
FY22-001**

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

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

Hand Delivered:

**City of Laredo – City Secretary
C/O 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 proposals, and to waive any minor irregularities.

MANUAL PORPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
 - Name of Proposal
 - Name of Company submitting Proposal
 - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for auto and truck body shop repairs for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on September 29, 2021, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.

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

**Proposal: Auto & Truck Body Shop Repairs – Fleet Department
FY22-001**

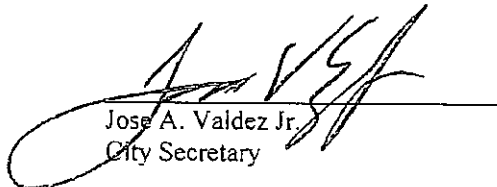
Proposals can be downloaded and submitted through Cit-E-Bid:

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

Hand Delivered:
City of Laredo – City Secretary
C/O 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 proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8th DAY OF SEPTEMBER 2021.


Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

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

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.
- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

CITY OF LAREDO
PURCHASING DIVISION

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

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

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador,

5512 Thomas Avenue,

Laredo, Texas 78041

mpescador@ci.laredo.tx.us

Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

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All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT

Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

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

9.0 INTENT OF CONTRACT

- (a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (Best Value) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;
- (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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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 proposal schedule.

All invoices shall be mailed to:

Accounts Payable Office

City Hall, P.O. Box 210,

Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us

For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

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13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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**Request for Proposal
Auto & Truck Body Shop Repairs
Fleet Department**

15.0 Scope of Work

The City of Laredo is requesting proposal pricing from qualified vendors for awarding a two-year contract auto and truck body shop repairs for the Fleet Department. Copies of the proposal 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>

16.0 Proposal Contacts

16.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, September 17, 2021 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

16.2 For additional questions regarding these specifications please contact:

| Contact | Phone# | Email |
|------------|----------------|--|
| Ron Miller | (956) 727-6455 | rmiller@ci.laredo.tx.us |

17.0 General Requirements

Bidders are required to submit their proposals upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

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

17.3 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.4 Repairs will be ordered during regular working hours Monday through Friday.

17.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

17.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

18.0 Shop Repair Specifications

The contractor shall have all the necessary permits and certifications needed to perform the requested repair services. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid the contractor.

18.1 Auto bodywork shall include but is not limited to:

18.1.1 Collision repair.

18.1.2 Unibody & frame straightening.

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- 18.1.3 Painting.
- 18.1.4 Minor dents, door dings, hail damage.
- 18.1.5 Other related body work.
- 18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase services on the open market and charge the contract vendor the price difference.
- 18.3 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 18.4 A purchase order will be issued for each City agency authorized to place orders against this two-year contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 18.5 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.6 All work shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.
- 18.7 The vendor must make arrangements to pick up the vehicles within five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.
- 18.8 Parts and Materials
The City of Laredo's Fleet Department representative shall be consulted when it is determined that major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of \$ 1,000.00.
- 18.9 The cost of parts shall be listed separately from labor. The part markup will be allowed for parts that the contractor has to purchase and re-bill.
- 18.10 All parts shall be OEM part or must be equal to or better than the original manufacture part.
- 19.0 **Experience/Qualifications**
The Fleet department will evaluate the experience of the contractor in providing the proposed services. Each bidder must provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification.
- 19.1 The contractor must be in the business of providing automobile bodywork service required by the technical specifications for the past three years.
- 19.2 Contractor must have an established place of business within a 10-mile radius of the Fleet Department in the City of Laredo.
- 20.0 **Equipment and Supplies**
The contractor shall provide all equipment /supplies. All equipment/supplies shall meet the standards of the Federal Occupational Safety and Health Act and the State of Texas Safety Codes. All tools and equipment shall be provided by the contractor and shall meet all applicable local, State and Federal Standards.

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21.0 Inspection of Premises

The City reserves the right to inspect the vendor's site during the evaluation phase of the proposal process and /or prior to making an award to determine compliance with specifications and ability of Contractor to perform according to the requirements of the contract. At any time while the contract is in effect, and during normal business hours and as often as they or County may deem necessary, the Contractor shall permit the authorized representatives of the City of Laredo.

22.0 Satisfactory Work

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the City of Laredo. The City of Laredo also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The City of Laredo reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

23.0 Permits & Licenses

The Contractor selected under this proposal shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Texas and Federal laws, and shall assume liability for all applicable taxes.

24.0 Warranty

The contractor shall clearly state the type of warranty offered on vehicle bodywork repairs and painting services.

25.0 Delivery or Pickup

Contractor shall schedule deliveries or pickups Monday through Friday during the delivery hours of 7:30 AM to 5:30 PM; delivery shall be completed by 5:30 PM. Any delivery either before or after normal delivery hours must be approved by city personnel.

25.1 Contractor shall furnish a delivery or pickup receipt that must be signed by authorized City personnel.

26.0 Invoicing and Payment

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

26.1 The invoice must contain the following information:

26.1.1 (1) Date of Work

26.1.2 (1) Labor in hours of regular repair work.

26.1.3 (1) Parts & Materials (attached copies of all parts invoices).

27.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the proposal documents.

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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.

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

28.0 Award of Contract

Submission and award of this proposal shall be based on the "Request for Proposal", which is attached and is part of these specifications. This contract will be **awarded** based on Best Value and on the evaluation criteria listed in the request for proposal document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas -- Local Government Code.

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 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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

29.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee (Police, Fire, & Fleet Departments) may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

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- 29.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the *best value* for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

| Sections | Criteria | Max Points |
|----------|--|------------|
| I | Contractor's Profile & Qualifications (31.0) | 20 |
| II | The bidder's past relationship with the City of Laredo - References - Prior Contracts (32.0) | 20 |
| III | Pricing (33.0) | 50 |
| IV | Repair Completion (34.0) | 10 |
| | Total | 100 |

Rating of Definitions for % point Method

| % | Rating | Definition |
|-----|-----------------------------|---|
| 0 | Unsatisfactory | Does not satisfy criteria in specifications. |
| 10 | Very Poor to Unsatisfactory | |
| 20 | Very Poor | Meets elements of some criteria minimally. |
| 30 | Poor to Very Poor | |
| 40 | Poor | Meets some criteria at minimum acceptable level. |
| 50 | Average to Poor | |
| 60 | Average | Adequately meets most criteria. |
| 70 | Good to Average | |
| 80 | Good | Exceeds minimum criteria. |
| 90 | Very Good | Provides benefits to the entity in addition to all required criteria. |
| 100 | Excellent | Exceeds all required criteria and provides additional benefits in most areas. |

Evaluation Form (Example)

| Sections | Criteria | Max Points | Weighted % | Points x Weight |
|----------|---|------------|------------|-----------------|
| I | Contractor's Profile & Qualifications (31.0) | 20 | 70% | 14.00 |
| II | Experience, the bidder's past relationship with the City of Laredo - References- Prior Contracts (32.0) | 20 | 80% | 16.00 |
| III | Pricing (33.0) | 50 | 90% | 45.00 |
| IV | Repair Completion (34.0) | 10 | 100% | 10.00 |
| | Total Score | | | 85.00 |

29.2 Ordinance 2018-O-175

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

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30.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

31.0 Section I: Contractor's Profile & Qualifications (20 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

31.1 How will you meet required turnaround time for service repair? (Qualification & Service)

We provide adequate estimates to consumers; our organization provides
itself with fixing and restoring vehicles all at a low cost without affecting
quality, either in service or project specific.

31.2 Describe how secure your facility is as some of the City's vehicles contain sensitive equipment i.e. law enforcement vehicles.

Our facility is located in a unique and safe location where police
presence is constantly present. We have been conducting a professional job
for more than two decades; we have worked with government vehicles by
maintaining safety protocols and storage

31.3 How many spray booths do you have? 1

List types below:

ETL

31.4 Bidder shall state any special equipment in their operation such as a repair shop, specialized diagnostic tools, etc. (Example: car pulling frame machines, etc...)

EZ/Liner, Car pulling Frame, Computer diagnostic
repair.

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- 31.5 Security
Inside and outside storage area secured.
Yes ☒ No ☐

Please state security features used. (For example cameras, fencing, etc.) If no, state exception(s):
We have four cameras located on every corner axis of the home to secure the perimeter and a gated fence that protects a 360 view. Vehicles are stored inside a double gated garage area with 24/7 protection with security supervision.

32.0 Section II: Experience, references, the bidder's past relationship with the City of Laredo (Prior Contracts) – (20 Points)

- 32.1 Prior Fleet Body Repair
How many consecutive years has your company been in the vehicular body repair business?
38 / years
- 32.2 Has your company provided prior body repair work for any organizations, municipalities and/or governmental agencies with a Fleet of 50 or more vehicles?

Yes ☒ No ☐

- 32.3 Has your company performed fleet body repair business for any municipalities and/or other governmental agencies?

Yes ☒ No ☐

If Yes, state which municipalities and/or governmental agencies:

DEA
Webb County Constables office (District Attorney)
USD Police Department
Geico Insurance Appraiser

- 32.4 Prior Contracts: List name, company, phone#, years of contract, and contact email.
Webb County Constable-Rodolfo "Rudy" Rodriguez (15 yrs) (956) 523-4316 rurodriguez@webbcountytx.gov
USD police Sgt. Ernesto Camarillo (956) 273-1446 ecamarillo@laredoisd.org
Geico Insurance Appraiser (30 yrs) Richard Hagy (956) 206-0912 rhagy@geico.com
District Attorney-Isidro R. Alaniz (15 yrs) (956) 523-4900 CVgarcia@webbcountytx.gov
DEA- 109 Shiloh Rd #500 (15 yrs) (956) 523-6000

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33.0 Section III: Price Schedule (50 Points)

An evaluation of the pricing to the City of Laredo -- Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

33.1 Section I: Car Repair Services

| | Cars |
|---|----------|
| Hourly Flat Labor Rate | \$ 25.00 |
| Parts Percentage (%) Price Mark-Up | 15 % |
| Cost of pick/up delivery (if available) | \$ 0 |
| Storage fees per day (if any) | \$ 0 |
| Warranty offered on repairs | 1 yr |
| Warranty offered on paint | 1 yr |

33.2 Section II: Light Duty Truck Repair Services

| | Light Duty Trucks (under 10,000GVW) |
|---|--|
| Hourly Flat Labor Rate | \$ 25.00 |
| Parts Percentage (%) Price Mark-Up | 15 % |
| Cost of pick/up delivery (if available) | \$ 0 |
| Storage fees per day (if any) | \$ 0 |
| Warranty offered on repairs | 1 yr |
| Warranty offered on paint | 1 yr |

33.3 Section III: Medium & Heavy Duty Truck Repair Services

| | Medium Duty Trucks (10,000 to 26,000GVW) | Heavy Duty Trucks (over 26,000GVW) |
|---|---|---------------------------------------|
| Hourly Flat Labor Rate | \$ | \$ |
| Parts Percentage (%) Price Mark-Up | 15 % | 15 % |
| Cost of pick/up delivery (if available) | \$ 0 | \$ 0 |

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| | | |
|-------------------------------|------|------|
| Storage fees per day (if any) | \$ 0 | \$ 0 |
| Warranty offered on repairs | 1 yr | 1 yr |
| Warranty offered on paint | 1 yr | 1 yr |

34.0 Completion of Repairs (10 Points)

The vendor agrees to perform any quoted and awarded repair work, in a timely manner. Time quoted for completion of repair work may be a factor influencing and/or determining award of each repair job.

Repairs will be completed within minimum 3 working days after receipt of order.

34.1 Bidder's business hours:

From: 8 a.m. to 5 p.m.

Days of week: Monday-Saturday

35.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of the best value criteria listed in this proposal. Documentation may be emailed to mpescador@ci.laredo.tx.us

36.0 Required Format and Contents of Proposal Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

37.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your proposal 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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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) Lozano Body Shop

Signature [Signature]
of person authorized to sign proposal

Date 9/15/21

Print Name Francisco Lozano
of person authorized to sign proposal

Title: Owner

Business Address: 319 E. Frost

City, State, Zip Code: Laredo Tx 78040

Telephone Number: 956-724-6373 Fax Number: 956-724-6373

Contact Person Email Address: lozanobodyshop@yahoo.com

Federal Tax ID Number: Id # 74-2226010

Bidders Principal/Corporate Place of Business Address: 319 E. Frost

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship ☒ Other: _____

If other state business status: _____

State how long under its present business name: 38 yrs

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

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

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

**CITY OF LAREDO
PURCHASING DIVISION**

38.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**


If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 175.006, LOCAL GOVERNMENT CODE EXISTS.

Francisco Lopez

Name _____


Signature

Signature

9/15/21
Date

Date _____

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| Name of person who has a business relationship with local governmental entity. | |
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Francisco Lozano

OFFICE USE ONLY

Date Received

☐ 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 officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

9/15/21
Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

39.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

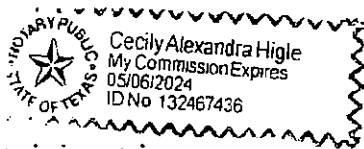
That he/she is OWNER
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or 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.

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 15th day of September 2021.



Notary Public

My commission expires:

5.6.2024

CITY OF LAREDO
PURCHASING DIVISION

40.0 Tab E



City of Laredo
Discretionary Contracts Disclosure

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

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

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

Francisco Lozano
First M.I. Last Suffix

*2. Contract Information.

a) Contract or Project name(s): FY 22-001 Auto & Truck Body Shop repairs
b) Originating Department(s): Fleet Department

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

| | | | |
|------------------|-----------|--------------|-----------|
| Francisco Lozano | | | |
| Name (Print) | Signature | Name (Print) | Signature |
| | | | |
| Name (Print) | Signature | Name (Print) | Signature |
| | | | |
| Name (Print) | Signature | Name (Print) | Signature |
| | | | |
| Name (Print) | Signature | Name (Print) | Signature |
| | | | |

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

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

**CITY OF LAREDO
PURCHASING DIVISION**

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

- ☒ Not applicable. No subcontractors will be retained for this contract.
- ☐ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ List of subcontractors: _____

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

- ☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

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

***8. Disclosure of conflict of interest**

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

**CITY OF LAREDO
PURCHASING DIVISION**

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.

FRANCISCO LOZANO

Name (Print)

[Signature]

Signature

OWNER

Title

FRANCISCO LOZANO LOZANO BODY SHOP

Company or DBA

9/15/21

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

**CITY OF LAREDO
PURCHASING DIVISION**

41.0 Tab F – 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

41.1 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.

41.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LOZANO Body Shop LAREDO TX. 319 E. Frost

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

CITY OF LAREDO

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Auto & Truck Body Shop Repairs - Fleet Department FY 22-20

| Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|--------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
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5 Check only if there is NO interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

***** Does Not Need to be Notarized *****

**CITY OF LAREDO
PURCHASING DIVISION**

42.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on September 29, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on September 30, 2021.

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

**RFP: Auto & Truck Body Shop Repairs -- Fleet Department
FY22-001**

Proposals can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

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



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

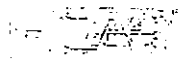
In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Advanced Material Damage
Analysis (DAM08)**

John Van Alstyne,
President & CEO

Training Completed
03/10/2012

William Brower,
Chair, International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

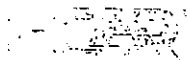
In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Aluminum Panels and Structures
Damage Analysis (DAM05)**

John van Alstyne
President & CEO

Training Completed
09/07/2013

William Brower
Chair International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

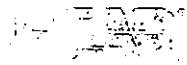
In recognition of successfully completing an
I-CAR® Training Course and Post-Test

Corrosion Protection (CPS01)

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brover,
Chair, International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

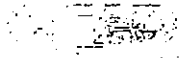
In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Plastic and Composite Repair
(PLA03)**

John Van Aalst
President & CEO

Training Completed
09/07/2013

William Brower
Chair, International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Electronically Controlled Steering
and Suspension Systems (STE05)**

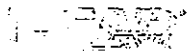
A handwritten signature in black ink, appearing to read "John Van Aalst".

John Van Aalst,
President & CEO

Training Completed
09/06/2013

A handwritten signature in black ink, appearing to read "William Brower".

William Brower,
Chair International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

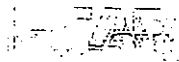
In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Hazardous Materials, Personal
Safety, and Refinish Safety
(WKR01)**

John Van Aken,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors



Inter-Industry Conference
on Auto Collision Repair

Certificate of Training

Presented to

francisco lozano

In recognition of successfully completing an
I-CAR® Training Course and Post-Test

**Cosmetic Straightening Steel
(STS01)**

John Van Alstyne,
President & CEO

Training Completed
09/07/2013

William Brower,
Chair, International Board of Directors

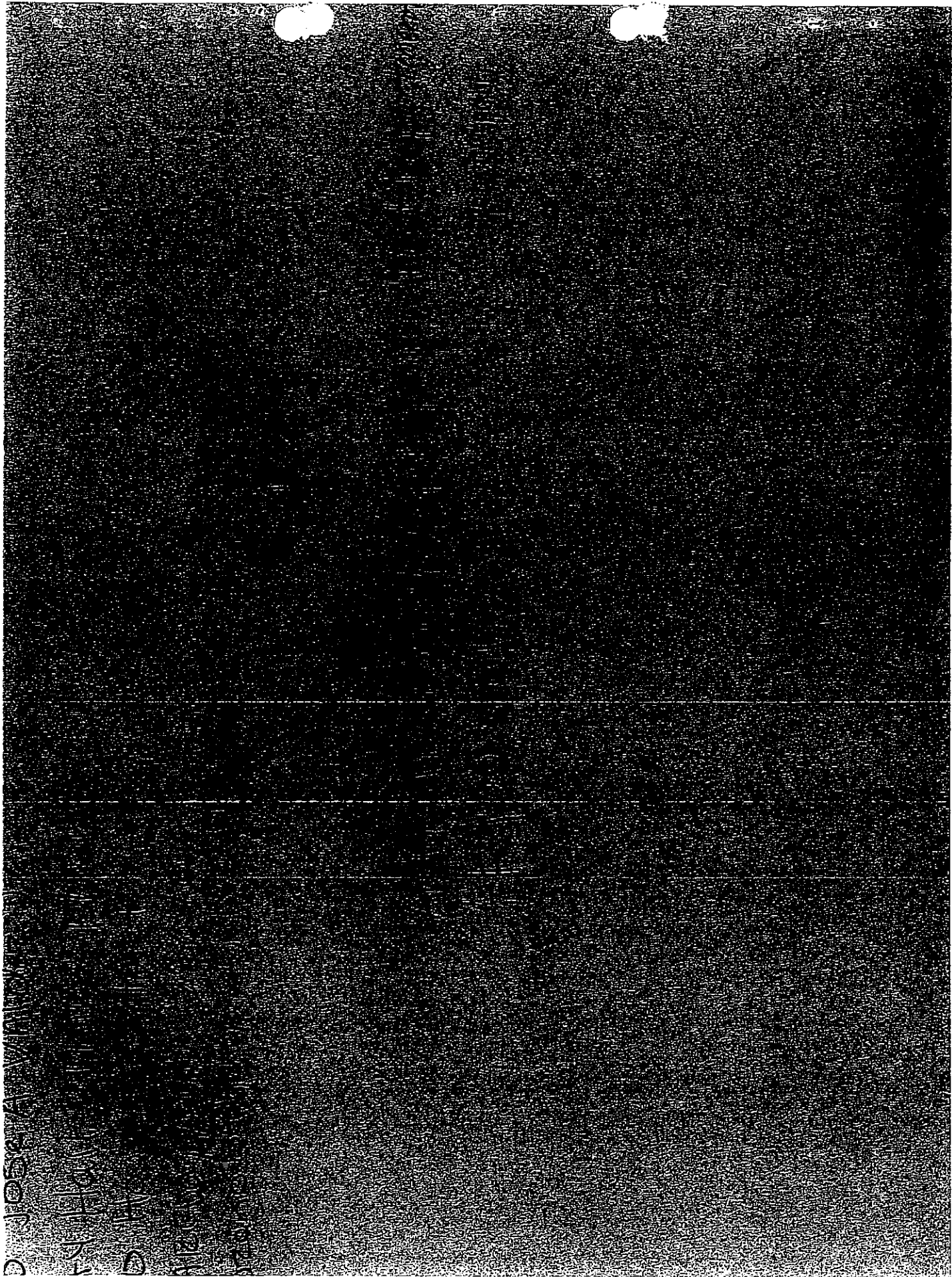


EXHIBIT B

Vendor Insurance



CE. IFICATE OF LIABILITY INSU. ANCE

DATE (MM/DD/YYYY)
09/23/2024

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

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

| | |
|--|--|
| PRODUCER Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504 | CONTACT NAME: Enedelia Garcia PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS: Neflie.Garcia@relationinsurance.com |
| INSURED Francisco Lozano dba Lozano Body Shop 319 E. Frost St Laredo TX 78040 | INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Ins Co INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 24-25 Master ALOB

REVISION NUMBER:

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

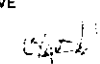
| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|-------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | Y | 72LPS050504 | 06/25/2024 | 06/25/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | N/A | 0001239289 | 06/23/2024 | 06/23/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Garagekeeper - Non-Dealers | | | 72LPS050504 | 06/25/2024 | 06/25/2025 | Garage Liab GKLL See Descp |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description of Operations: Body Shop and Painting
Location: 319 East Frost Laredo, Texas 78040Garage Keepers Limit of Insurance \$150,000
Comprehensive deductible \$500
Collision deductible \$500

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Laredo Attn: Julio 1110 Houston St Laredo TX 78040 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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AGENCY CUSTOMER ID: 0 326

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | |
|-----------------------------------|-----------|--|
| AGENCY Shepard Insurance Group | | NAMED INSURED Francisco Lozano dba Lozano Body Shop |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation - Blanket Waiver of Subrogation included as per Form #WC 42 03 04 B

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6/23/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001239289 of Texas Mutual Insurance Company effective on 6/23/24

Issued to: FRANCISCO LOZANO

DBA: LOZANO BODY SHOP

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

6/5/24

Patricia Perez

From: Celia I. Guerrero
Sent: Monday, September 23, 2024 1:47 PM
To: Patricia Perez
Cc: Clarissa Rangel
Subject: FW: Insured: Francisco Lozano dba Lozano Body Shop Ref: Revised COI for City of Laredo as requested
Attachments: Certificate of Insurance Acord Form for City of Laredo.PDF

Good afternoon Pati,

The COI provided by Francisco Lozano dba Lozano Body Shop has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you!

Celia Guerrero
City of Laredo
HR/Risk Management 2nd Floor
1102 Bob Bullock Loop
Laredo, Texas 78043
Office: (956)727-6480
Fax: (956)727-6485
Email: cguerrero@ci.laredo.tx.us

From: Patricia Perez <pperez@ci.laredo.tx.us>
Sent: Monday, September 23, 2024 1:26 PM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Cc: Clarissa Rangel <crangel@ci.laredo.tx.us>
Subject: FW: Insured: Francisco Lozano dba Lozano Body Shop Ref: Revised COI for City of Laredo as requested

Hello,

Can you please review the revised COI.

Thank You,

Patricia Perez
City of Laredo
Purchasing Division
5512 Thomas Ave.
Laredo, TX 78041
Phone#: (956)794-1737
Fax#: (956)790-1805

From: Nellie Garcia <Nellie.Garcia@relationinsurance.com>
Sent: Monday, September 23, 2024 1:25 PM
To: Patricia Perez <pperez@ci.laredo.tx.us>

EXHIBIT C

Terms & Conditions

CITY OF LAREDO
GENERAL TERMS AND CONDITIONS

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. The Bidder shall print or type the business name and manually sign the schedule.
- (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.
- (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, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, 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), or up to ninety (90) 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.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

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 calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

All protests must be duly submitted via Certified Mail to:

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

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 ENTIRE AGREEMENT

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

12.0 ENTIRE AGREEMENT

(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.

**CITY OF LAREDO
GENERAL TERMS AND CONDITIONS**

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

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

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

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.

Council Communication

9/13/24

SUBJECT

Consideration to renew a one-year service contract FY22-001 to the following vendors:

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

| Section | Description | Dollar Amt/Year |
|---------|-----------------------------------|-----------------|
| I | Car Repair Services | |
| II | Light Duty Truck Repair Services | |
| III | Medium Duty Truck Repair Services | |
| IV | Heavy Duty Truck Repair Services | |

Total \$350,000.00

for auto & truck body shop repairs for the Fleet Department for \$350,000.00 annually. This contract establishes Primary/Secondary service providers with hourly service rates and a percentage markup on parts utilized during city vehicle repairs. All repair services will be purchased on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for one (1) additional one (1) year extension period, upon the mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 10/2/2023.

BACKGROUND

This contract establishes an hourly service rate and a percentage markup on automotive parts utilized during vehicle repairs. Lozano's Body Shop Repairs and South TX Auto Rebuilders will be contacted on repair services over \$5,000.00 in order to secure the best bid contract pricing for the City. Estimated time for completion of any vehicle repairs by both vendors is six working days. Awarded vendors shall provide monthly invoice reconciliation reports to Risk Management. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to

9/3/24

SUBJECT

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Budgeted Y/N?:

Yes.

Source of Funds:

Fleet Management Fund.

Account #:

593 2810 533 2071

Change Order: Exceeds 25% Y/N:

No.

FINANCIAL IMPACT:

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