

**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2026

Doug Tanos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension II

Dear Mr. Tanos,

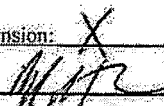
This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

BTE Body Co.	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Douglas J. Tanos, Parks Manager	
Date: 4/24/26	



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2026

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

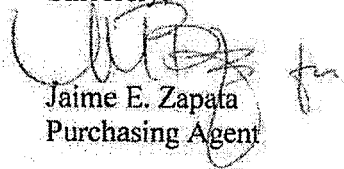
Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension II

Dear Mr. Gonzalez,

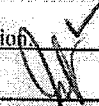
This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>JUAN ENRIQUE GONZALEZ</u>	
Date: <u>4/24/2026</u>	



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2026

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

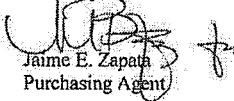
Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension II

Dear Mr. Gutierrez,

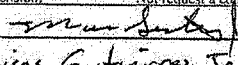
This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

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

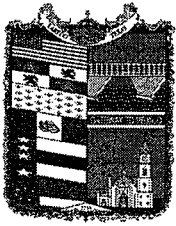
Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Moises Gutierrez Jr</u>	
Date: <u>4-23-26</u>	

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1733 Fax 790-1805



**City of Laredo
Purchasing Division**

LETTER OF AWARD

June 17, 2025

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gonzalez,

This is to inform you that contract renewal FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on June 16, 2025. The term of this contract shall be for a period of one (1) year. This is the first of three one-year extension periods. Your company is the secondary vendor for Section II.

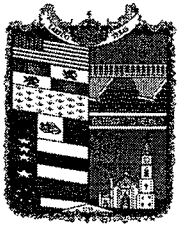
As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Jaime E. Zapata", with a large, stylized flourish extending to the right.

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

June 17, 2025

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gutierrez,

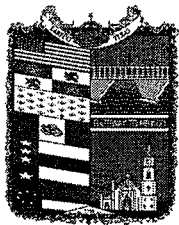
This is to inform you that contract renewal FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on June 16, 2025. The term of this contract shall be for a period of one (1) year. This is the first of three one-year extension periods. Your company is the primary vendor for Section II.

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

Sincerely,

Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

June 17, 2025

Doug Tancos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050


Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Tancos,

This is to inform you that the contract renewal for FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on June 16, 2025. The term of this contract shall be for a period of one (1) year. This is the first of three one-year extension periods.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

Legislation Details (With Text)

File #: 25-1034 **Version:** 1
Type: Consent Agenda **Status:** Agenda Ready
File created: 5/28/2025 **In control:** City Council
On agenda: 6/16/2025 **Final action:**

Title: Consideration to renew annual service contract FY24-101 with the following vendors:

1. Section I - BTE Body Co., Irving, Texas in an amount up to \$150,000.00 (Parts only);
2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to \$145,000.00 (Service only);
3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to \$145,000.00 (Service only);

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be secured on an as needed basis. Fund is available in the Fleet Management Fund.

Sponsors:

Code sections:

Attachments: 1. FY24-101 Bid Tab, 2. FY24-101 Contracts

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

SUBJECT

Consideration to renew annual service contract FY24-101 with the following vendors:

1. Section I - BTE Body Co., Irving, Texas in an amount up to \$150,000.00 (Parts only);
2. Section II - Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to \$145,000.00 (Service only);
3. Section II - Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to \$145,000.00 (Service only);

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This is the first of three one-year extension periods. All services will be secured on an as needed basis. Fund is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/16/24.

BACKGROUND

This contract establishes hourly service rate for the purchase of original equipment manufacturer (OEM) truck service for the City’s automated side loader garbage trucks. The Fleet Department shall provide the (OEM) truck parts. There was no price increase during the last extension period. This is the first of three one-year extension periods. This contract shall be the responsibility of and administered by the vendor and the Fleet Department.

Summary:

	Laredo Mechanical Industrial Services	BTE Body Co.	Gutierrez Machine & Welding Shop
Percentage Rate (if any)	10%	0%	
Estimated Parts Delivery		3-5 Days	
Repair Service Rate			
Labor Rate for Services	\$60.00		\$50.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2078.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and 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.



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2025

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gutierrez,

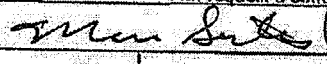
This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Gutierrez Machine & Welding Shop	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Moises Gutierrez Jr.	
Date: 5-28-25	



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2025

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

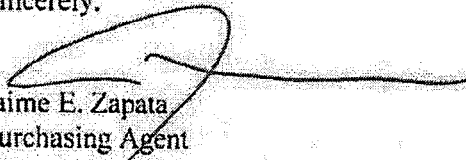
Re: Automated Side Loader Parts - Fleet Department
Contract FY24-101
Extension I

Dear Mr. Gonzalez,


This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: JUAN ENRIQUE GONZALEZ	
Date: 5/23/2025	

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 794-1733 Fax 790-1805



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

May 23, 2025

Doug Tanos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101
Extension I

Dear Mr. Tanos,

This is to inform you that the contract FY24-101 for providing automated side loader parts which was approved by City Council on September 16, 2024 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

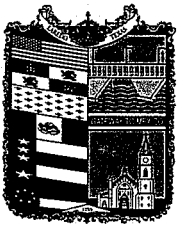
As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

BTE Body Co.	
Request a contract extension:	<input checked="" type="checkbox"/>
Not request a contract extension:	<input type="checkbox"/>
Authorized Signature:	
Print Name:	Douglas J. Tanos
Date:	5/29/25



**City of Laredo
Purchasing Division**

LETTER OF AWARD

October 1, 2024

Doug Tancos
BTE Body Co.
1601 E. State Highway 356
Irving, TX 76050

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Tancos,

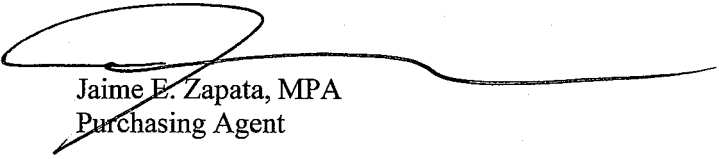
This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the primary vendor for Section I.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission.

<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

October 2, 2024

Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
7305 San Dario Ave. #307
Laredo, Texas 78045

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Gonzalez,

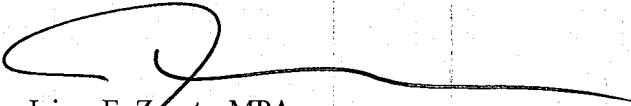
This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the secondary vendor for Section II.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission.

<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File



**City of Laredo
Purchasing Division**

LETTER OF AWARD

October 1, 2024

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop
201 West Ryan St.
Laredo, Texas 78041

Re: Automated Side Loader Parts – Fleet Department
Contract FY24-101

Dear Mr. Gutierrez,

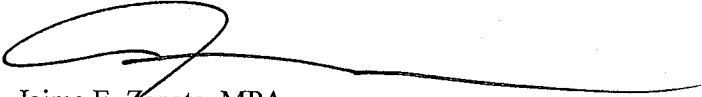
This is to inform you that contract FY24-101 for providing original equipment manufacturer parts and truck service was approved by City Council on September 16, 2024. The term of this contract shall be for a period of one (1) year with the option to renew three (3) additional one (1) year periods. Your company is the primary vendor for Section II.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission (“TEC”) Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission.

<https://www.ethics.state.tx.us/filinginfo/QuickFileAREport.php>. You scan and email a notarized copy to jezapata@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata, MPA
Purchasing Agent

Xc: Purchasing File

9.16.24

SUBJECT

Consideration to award annual service contract FY24-101 to the following low bidders:

- 1. Section I - BTE Body Co., Irving, Texas in an amount up to \$150,000.00 (Primary Vendor) (Parts only);
- 2. Section II – Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to \$145,000.00 (Primary Vendor) (Service only);
- 3. Section II – Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to \$145,000.00 (Secondary Vendor) (Service only).

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. This contract may be extended for three additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Fund is available in the Fleet Maintenance Budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) truck service for the City's automated side loader garbage trucks. This contract establishes an hourly service rate. The Fleet Department shall provide the (OEM) truck parts. Staff has reviewed the bid received and is recommending that this contract be awarded to BTE Body Co. as primary vendor for parts only for Section I. Section II, for Gutierrez Machine & Welding Shop. for service only and Laredo Mechanical Industrial Services as secondary vendor for service only.

Summary:

	BTE Body Co.	Laredo Mechanical Industrial Services	Gutierrez Machine & Welding Shop
Section I Scorpion (DADEE Manufacturing) Captive New (OEM) Parts			
Percentage Rate (if any)	0%	10%	No Bid
Estimate Parts Delivery	3-5 Days	TBD	No Bid
Section II Repair Service Rate			
Labor Rate for Services	No Bid	\$60.00	\$50.00

Event Number
Event Title
Event Description
Event Type
Issue Date
Close Date

FY24-101 Automated Side Loader OEM Part
 FY21-101 Automated Side Loader OEM Part
 The City of Laredo has established a local vendor
 IFB
 8/9/2024 08:00:02 AM (CT)
 8/29/2024 05:00:00 PM (CT)

Organization
Workgroup
Event Owner
Email
Phone
Fax

City of Laredo Purchasing
 City of Laredo Purchasing
 Patricia Perez
 pperez@ci.laredo.tx.us
 (956) 794-1737

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
BTE Body Co.	Irving	TX	8/29/2024 12:15:56 AM (CT)	2	\$0.00
Gutierrez Machine & Welding SI Laredo		TX	8/29/2024 03:32:00 PM (CT)	1	\$50.00
Laredo Mechanical Industrial Se Laredo		TX	8/28/2024 02:29:00 PM (CT)	2	\$60.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1224568

Date Filed:
 10/09/2024

Date Acknowledged:
 10/10/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Laredo Mechanical Industrial Services, Inc.
 Laredo, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 is for services
 Scorpion Automated side loader OEM parts and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Laredo Mechanical Industrial Services, Inc.
 Laredo, TX United States

Certificate Number:
 2024-1224568

Date Filed:
 10/09/2024

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

Date Acknowledged:

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

is for services
 Scorpion Automated side loader OEM parts and Services
 FY24-101

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

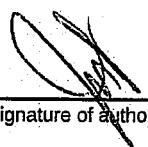
6 UNSWORN DECLARATION

My name is JUAN ENRIQUE GONZALEZ, and my date of birth is 05/25/1968.

My address is 121 RANCH RD. 6086C, LAREDO, TX, 78043, WEBB
(street) (city) (state) (zip code) (country)

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

Executed in WEBB County, State of TX, on the 09 day of 10, 20 24
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

SUBJECT

Consideration to award annual service contract FY24-101 to the following low bidders:

1. Section I - BTE Body Co., Irving, Texas in an amount up to \$150,000.00 (Primary Vendor) (Parts only);
2. Section II – Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to \$145,000.00 (Primary Vendor) (Service only);
3. Section II – Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to \$145,000.00 (Secondary Vendor) (Service only).

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. This contract may be extended for three additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Fund is available in the Fleet Maintenance Budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) truck service for the City's automated side loader garbage trucks. This contract establishes an hourly service rate. The Fleet Department shall provide the (OEM) truck parts. Staff has reviewed the bid received and is recommending that this contract be awarded to BTE Body Co. as primary vendor for parts only for Section I. Section II, for Gutierrez Machine & Welding Shop. for service only and Laredo Mechanical Industrial Services as secondary vendor for service only.

Summary:

	BTE Body Co.	Laredo Mechanical Industrial Services	Gutierrez Machine & Welding Shop
Section I Scorpion (DADEE Manufacturing) Captive New (OEM) Parts			
Percentage Rate (if any)	0%	10%	No Bid
Estimate Parts Delivery	3-5 Days	TBD	No Bid
Section II Repair Service Rate			
Labor Rate for Services	No Bid	\$60.00	\$50.00

Mileage Rate (if any)

No Bid

No Bid

No Bid

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

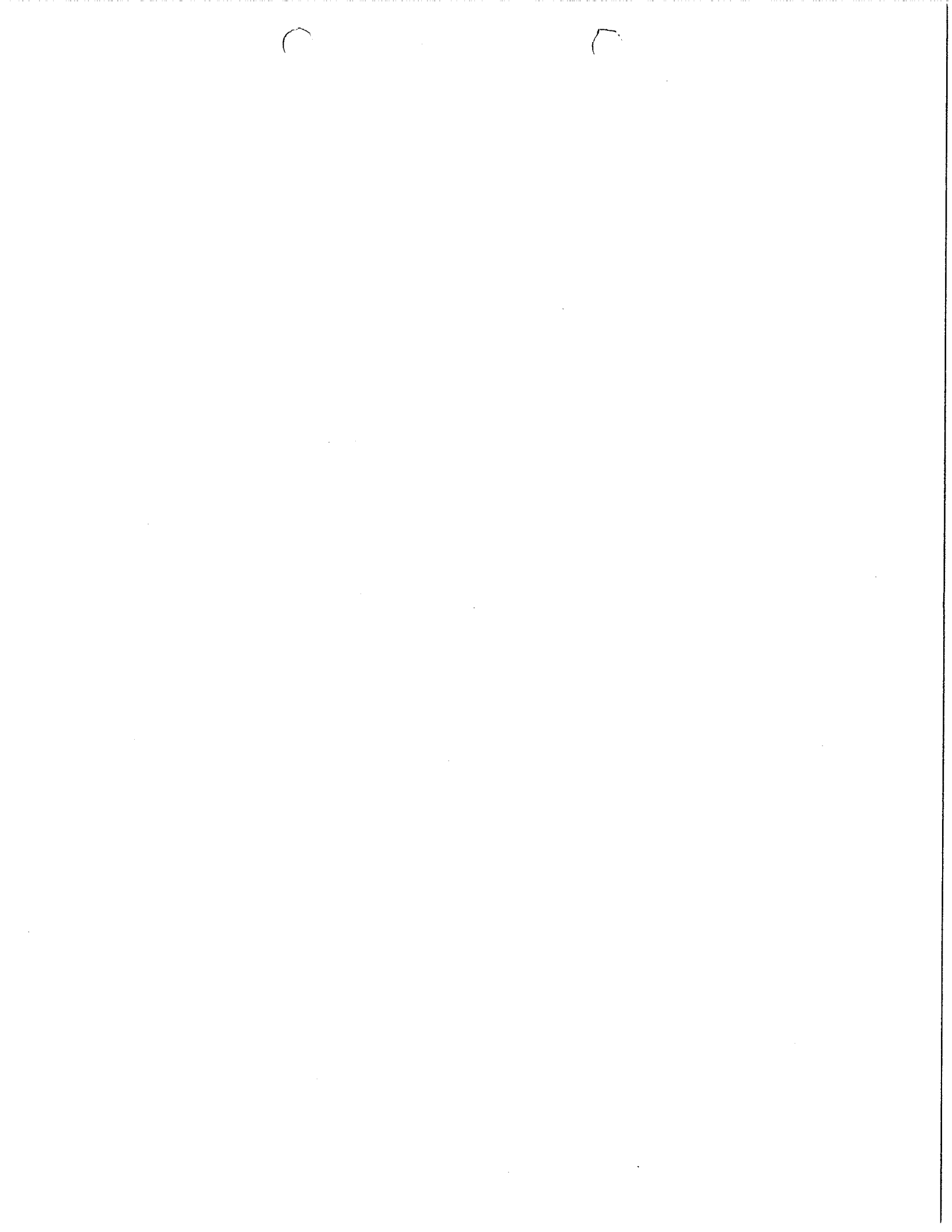
It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Maintenance Fund.
Account #:	593-2810-533-2078.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and 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.



CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: 9/20/24

Re: FV24-101 Automated Side Loader Repair (PROJECT NAME)
Laredo Mechanical Industrial Services

- 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 9/16/24

Pending signature:

Risk Department (if applicable) _____ (DATE)

Finance Department (if applicable) _____ (DATE)

Legal Department ~~Patricia Perez~~ - need changes (DATE)

Rand
9/24/24

City Manager's Office Com Roxana 9/24 (DATE)

City Secretary's signature Angelica Arzoo (DATE)

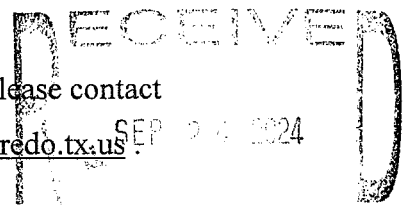
9/27/24

* Distribution: Martha Navarro

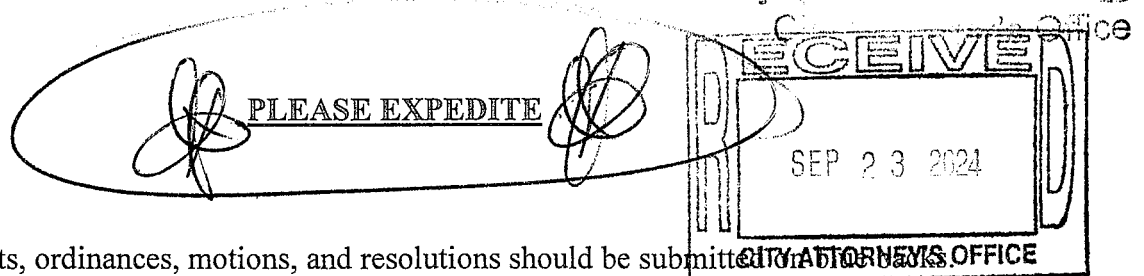
Contact Info:

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

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



Thank you.



NOTE

Original contracts, ordinances, motions, and resolutions should be submitted to the City Attorney's Office.

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



**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF LAREDO, TEXAS
AND
Laredo Mechanical Industrial Services**

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 **Laredo Mechanical Industrial Services ("Provider")**, acting through its duly authorized agent, Juan Enrique Gonzalez, which maintains a primary business address of 7305 San Dario Ave #307 Laredo, TX 78045. The City and **Laredo Mechanical Industrial Services** 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, **Laredo Mechanical Industrial Services**, has authority to enter into this Agreement and Juan Enrique Gonzalez has authority to execute this Agreement on behalf of **Laredo Mechanical Industrial Services**; 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, **Laredo Mechanical Industrial Services** 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 a (1) one-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 (3) three, (1) one-year extension periods, 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, **Laredo Mechanical Industrial Services** 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, Laredo Mechanical Industrial Services, 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, Laredo Mechanical Industrial Services, 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 total amount of **\$145,000.00**. This agreement is for a one (1) year period and has the option to renew three (3) additional one-year periods.

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 **\$580,000.00** 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

Laredo Mechanical Industrial Services (Secondary Vendor)

Owner Name: Juan Enrique Gonzalez
Address: 7305 San Dario Ave #307
City, State, Zip Code: Laredo, Texas 78045

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 **Invitation to Formal Bids** 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 three (3) 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 **Invitation to Formal Bids – FY24-101 Laredo Mechanical Industrial Services – 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 **Invitation to Formal Bids – FY24-101 Laredo Mechanical Industrial Services – 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" **Invitation to Formal Bids – FY24-101 Laredo Mechanical Industrial Services – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$580,000.00**, 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 18 day of 9, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

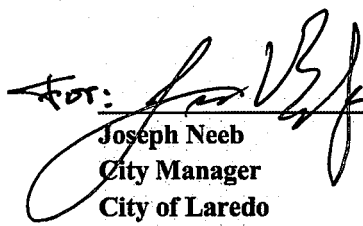
Laredo Mechanical Industrial Services
"Provider"




Signature

By: Juan Enrique Gonzalez,
7305 San Dario Ave #307
Laredo, Texas 78045
Telephone: (956) 568-5354
Email: laredomechanical@yahoo.com

City of Laredo
"Owner"

for:  Date: 9/24/24
Joseph Neeb
City Manager
City of Laredo
Jose A. Valdez Jr
Asst. City Manager


ATTESTED:



Mario Maldonado Jr.
City Secretary
City of Laredo



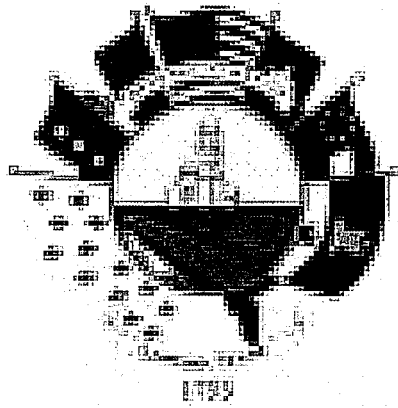
APPROVED AS TO FORM:

for 

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

EXHIBIT A

Scope of Work



Laredo

TEXAS

FY24-101 Automated Side Loader OEM Parts & Service

Laredo Mechanical Industrial Services, Inc. Supplier Response

Event Information

Number: FY24-101 Automated Side Loader OEM Parts & Service
Title: FY21-101 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Invitation For Bid
Issue Date: 8/9/2024
Deadline: 8/29/2024 05:00 PM (CT)
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Laredo Mechanical Industrial Services, Inc. Information

Address: 7305 San Dario Ave
#307
Laredo, TX 78045
Phone: (956) 568-5354
Email: laredomechanical@yahoo.com

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

Martha A Navarro for Laredo Mechanical Inc Servs Inc
Signature

laredomechanical@yahoo.com
Email

Submitted at 8/28/2024 02:29:00 PM (CT)

Bid Attributes

1 Terms and Conditions for Request for Bids

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

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

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

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

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

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

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

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

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

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

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not

destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

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

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

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

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

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

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

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

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

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

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

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

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

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

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder or bidders based on the evaluation factors listed in the request for bid document, , in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

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

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

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

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

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

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

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

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

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER

1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

I Agree to the Terms and Conditions

2 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

3 Contract Requirements

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

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

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

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

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

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

I have read and understand this section

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

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

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
No response

7 State how long under has the business been in its present business name
No response

8 If applicable, list all other names under which the Business identified above operated in the last five years
No response

9 State if the Company is a certified minority business enterprise
The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

10 Questions Part 1
1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
No response

11 Questions Part 2
1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
No response

12 State if the Company is a certified minority business enterprise
No response

**1
3** 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

**1
4** Conflict of Interest Questionnaire Form CIQ

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

**1
5** Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

No response

**1
6** Disclosure Form

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

**1
7** This is a

No response

**1
8** Question 1. Name of person submitting this disclosure form

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

No response

**1
9** Question 2. Contract Information

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

No response

**2
0** Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

No response

2
1 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

2
2 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

2
3 **Question 5. List any individuals or entities that will be subcontractors on this contract**

2
4 **Question 5. List any individuals or entities that will be subcontractors on this contract**
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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

2
6 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

2
7 **Question 7. Disclosure of political contributions**
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

2
8 **Question 7. Disclosure of political contributions**
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

30 **Question 8. Disclosure of Conflict of Interest**
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

31 **8. Disclosure of Conflict of Interest**
If you selected I am aware of conflict of interest in question 8, please list them in this section.

32 **Question 9. Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
 I have read and understand this section

33 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
 I have read and understand this section

34 **Question 11. Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.
 I have acknowledge that I have been advised

35 **Question 11. Oath**
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

36 **Question 12. Oath**
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 I swear or affirm information is correct

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

Bid Lines

1 **Package Header**

Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total:

Manufacturer: _____

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total:

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total:

2 Package Header

Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG Total:

Manufacturer: _____

Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Response Total: \$60.00

EXHIBIT B

Vendor Insurance

Patricia Perez

From: Celia I. Guerrero
Sent: Wednesday, August 28, 2024 12:50 PM
To: Patricia Perez
Subject: FW: LAREDO MECHANICAL INDUSTRIAL SERVICE - REVISED COI
Attachments: CCF_004622.pdf

Good afternoon Pati,

The COI provided by Laredo Mechanical Industrial Service updated Auto Liability has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

(General Liability and Workers' Compensation are current)

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: Wednesday, August 28, 2024 9:00 AM
To: Celia I. Guerrero <cguerrero@ci.laredo.tx.us>
Subject: FW: LAREDO MECHANICAL INDUSTRIAL SERVICE - REVISED COI

Good Morning,

Can you please review COI for Auto liability.

Thank You,

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

From: LAREDO MECHANICAL <laredomechanical@yahoo.com>
Sent: Friday, August 23, 2024 1:40 PM

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 inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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

SUBJECT

Consideration to award annual service contract FY24-101 to the following low bidders:

1. Section I - BTE Body Co., Irving, Texas in an amount up to \$150,000.00 (Primary Vendor) (Parts only);
2. Section II – Gutierrez Machine & Welding Shop, Laredo, Texas in an amount up to \$145,000.00 (Primary Vendor) (Service only);
3. Section II – Laredo Mechanical Industrial Service, Inc., Laredo, Texas in an amount up to \$145,000.00 (Secondary Vendor) (Service only).

for the purchase of Original Equipment Manufacturer (OEM) parts and truck service for the City's automated side loader trucks. The term of this contract shall be for a period of one year beginning as of the date of its execution and its contingent upon the availability of appropriated funds. This contract may be extended for three additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Fund is available in the Fleet Maintenance Budget.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received three (3) bids through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) truck service for the City's automated side loader garbage trucks. This contract establishes an hourly service rate. The Fleet Department shall provide the (OEM) truck parts. Staff has reviewed the bid received and is recommending that this contract be awarded to BTE Body Co. as primary vendor for parts only for Section I. Section II, for Gutierrez Machine & Welding Shop. for service only and Laredo Mechanical Industrial Services as secondary vendor for service only.

Summary:

	BTE Body Co.	Laredo Mechanical Industrial Services	Gutierrez Machine & Welding Shop
Section I Scorpion (DADEE Manufacturing) Captive New (OEM) Parts			
Percentage Rate (if any)	0%	10%	No Bid
Estimate Parts Delivery	3-5 Days	TBD	No Bid
Section II Repair Service Rate			
Labor Rate for Services	No Bid	\$60.00	\$50.00

Mileage Rate (if any)

No Bid

No Bid

No Bid

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Maintenance Fund.
Account #:	593-2810-533-2078.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities and 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.

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: 9/20/24

Re: FY24-101- Automated Side Loader Repair (PROJECT NAME)
Gutierrez Machine + welding 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 9/16/24

Pending signature:

Risk Department (if applicable) _____ (DATE)

Finance Department (if applicable) _____ (DATE)

Legal Department [Signature] - need change (DATE) 9/23/2024

City Manager's Office COMU Roxana 09/24 (DATE)

City Secretary's signature Angelica Arispe (DATE) 9/26/2024

* 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 pperez@miranda@ci.laredo.tx.us

Thank you.

[Signature] PLEASE EXPEDITE [Signature]

RECEIVED
SEP 23 2024
CITY ATTORNEY'S OFFICE

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
Gutierrez Machine & Welding 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 **Gutierrez Machine & Welding Shop** ("**Provider**"), acting through its duly authorized agent, Moises Gutierrez, Jr., which maintains a primary business address of 201 West Ryan St. Laredo, TX 78041. The City and **Gutierrez Machine & Welding 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, **Gutierrez Machine & Welding Shop**, has authority to enter into this Agreement and Moises Gutierrez, Jr. has authority to execute this Agreement on behalf of **Gutierrez Machine & Welding 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, **Gutierrez Machine & Welding 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 a (1) one-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 (3) three, (1) one-year extension periods, 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, **Gutierrez Machine & Welding 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, Gutierrez Machine & Welding 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, Gutierrez Machine & Welding 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 total amount of **\$145,000.00**. This agreement is for a one (1) year period and has the option to renew three (3) additional one-year periods.

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 **\$580,000.00** 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

Gutierrez Machine & Welding Shop (Primary Vendor)

Owner Name: Moises Gutierrez, Jr.
Address: 201 West Ryan St,
City, State, Zip Code: Laredo, Texas 78041

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 **Invitation to Formal Bids** 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 three (3) 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 **Invitation to Formal Bids – FY24-101 Gutierrez Machine & Welding Shop – 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 **Invitation to Formal Bids – FY24-101 Gutierrez Machine & Welding Shop – 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" **Invitation to Formal Bids – FY24-101 Gutierrez Machine & Welding Shop – Fleet** and Vendor's response thereto, shall control.

However, in no case shall Provider be paid any amount in excess of **\$580,000.00**, 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 19 day of September, 2024 and effective on the date the Contract is executed by Joseph Neeb, the City Manager ("Effective Date") of the City of Laredo.

Gutierrez Machine & Welding Shop
"Provider"

Moises Gutierrez Jr.
Signature

By: Moises Gutierrez, Jr.,
201 West Ryan St.
Laredo, Texas 78041
Telephone: (956) 726-1688
Email: moisesgms@aol.com

City of Laredo
"Owner"

for Joseph Neeb Date: 9/24/24
Joseph Neeb
City Manager
City of Laredo
Jose A. Valdez Jr
Asst. City Manager

ATTESTED:

Mario Maldonado Jr.
Mario Maldonado Jr.
City Secretary
City of Laredo

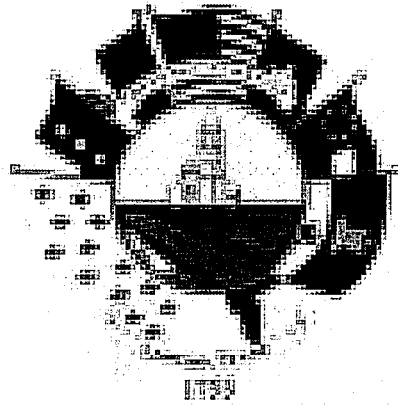
APPROVED AS TO FORM:

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



EXHIBIT A

Scope of Work



Laredo

TEXAS

**FY24-101 Automated Side Loader OEM Parts
& Service**
Gutierrez Machine & Welding Shop
Supplier Response

Event Information

Number: FY24-101 Automated Side Loader OEM Parts & Service
Title: FY21-101 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Invitation For Bid
Issue Date: 8/9/2024
Deadline: 8/29/2024 05:00 PM (CT)
Notes: The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

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

Contact Information

Contact: Patricia Perez
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1737
Fax: 956 (790) 1805
Email: pperez@ci.laredo.tx.us

Gutierrez Machine & Welding Shop Information

Contact: Moises Gutierrez, Jr.
Address: 201 West Ryan St,
Laredo, TX 78041
Phone: (956) 726-1688
Fax: (956) 791-3897
Email: moisesgms@aol.com

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

Martha A Navarro for Gutierrez Machine & Welding Shop
Signature

moisesjrgms@gmail.com
Email

Submitted at 8/29/2024 03:32:00 PM (CT)

Bid Attributes

1 Terms and Conditions for Request for Bids

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

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

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

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

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

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

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

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

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

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

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

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

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

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

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

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

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

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

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

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

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

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

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

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

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

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

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

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

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder or bidders based on the evaluation factors listed in the request for bid document, , in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 ENTIRE AGREEMENT

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

12.0 PAYMENT & INVOICING

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

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

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

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

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

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

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND

RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

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

I Agree to the Terms and Conditions

2 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions

3 Contract Requirements

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

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

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

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

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

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

I have read and understand this section

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

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

6 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid
No response

7 State how long under has the business been in its present business name
No response

8 If applicable, list all other names under which the Business identified above operated in the last five years
No response

9 State if the Company is a certified minority business enterprise
The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

10 Questions Part 1
1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
No response

11 Questions Part 2
1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
No response

12 State if the Company is a certified minority business enterprise
No response

1
3 **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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1
4 **Conflict of Interest Questionnaire Form CIQ**

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

1
5 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

No response

1
6 **Disclosure Form**

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

1
7 **This is a**

No response

1
8 **Question 1. Name of person submitting this disclosure form**

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

No response

1
9 **Question 2. Contract Information**

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

No response

2
0 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

No response

2
1 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

2
2 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**
If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

2
3 **Question 5. List any individuals or entities that will be subcontractors on this contract**

2
4 **Question 5. List any individuals or entities that will be subcontractors on this contract**
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

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

2
6 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

2
7 **Question 7. Disclosure of political contributions**
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

2
8 **Question 7. Disclosure of political contributions**
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

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

30 **Question 8. Disclosure of Conflict of Interest**
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

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

32 **Question 9. Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.
 I have read and understand this section

33 **Question 10. No Contact with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.
 I have read and understand this section

34 **Question 11. Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.
 I have acknowledge that I have been advised

35 **Question 11. Oath**
Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

36 **Question 12. Oath**
I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 I swear or affirm information is correct

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

Bid Lines

1 **Package Header**

Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts

Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total:

Manufacturer: _____

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total:

1.2 Parts will be delivered in working days after receipt of order.

Quantity: 1 UOM: Days Total:

2 Package Header

Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG Total:

Manufacturer: _____

Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Response Total: \$50.00

EXHIBIT B

Vendor Insurance

Patricia Perez

From: Clarissa Rangel
Sent: Friday, September 20, 2024 10:10 AM
To: Patricia Perez
Cc: Celia I. Guerrero
Subject: RE: COI Gutierrez Machine Shop
Attachments: Gutierrez COI.pdf

Good Morning,

The COI provided by Gutierrez Machine Shop has been reviewed and verified for compliance with the City of Laredo's minimum insurance requirements.

Thank you!

Clarissa Rangel, MPA

Risk Management Manager
City of Laredo
Human Resources-Risk Management Division
1102 Bob Bullock Loop
Laredo, TX 78043
Phone: 956-727-6481
Fax: 956-727-6485
E-mail: crangel@ci.laredo.tx.us

From: Patricia Perez <pperez@ci.laredo.tx.us>
Sent: Thursday, September 19, 2024 2:37 PM
To: Clarissa Rangel <crangel@ci.laredo.tx.us>
Subject: FW: COI Gutierrez Machine Shop

Good Afternoon:

Can you please review COI. Vendor under contract.

Dept. Fleet
Amount: \$145,000.00
Scope Repair OEM Parts for Landfill

Thank You,

Patricia Perez

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

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 bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 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 inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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