



**City of Laredo  
Purchasing Division  
Renewal Notice**

February 2, 2026

Mr. Roberto Martinez  
Bone's Custom Cycles  
141 Wawi Tijerina Parkway  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension II

Dear Mr. Martinez,

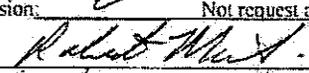
This is to inform you that the contract FY24-048 which was approved by City Council on March 18, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Your company is currently the secondary vendor for this contract.

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

Sincerely,

  
Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Bone's Custom Cycles	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>Roberto Martinez</u>	
Date: <u>2-2-26</u>	



**City of Laredo  
Purchasing Division  
Renewal Notice**

February 2, 2026

Mr. Juan Enrique Gonzalez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

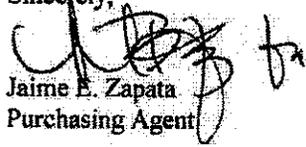
Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension II

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-048 which was approved by City Council on March 18, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Your company is currently the primary vendor for this contract.

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

Sincerely,

  
Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Mechanical Shop of Laredo	
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>2/2/2026</u>	



**City of Laredo  
Purchasing Division  
Renewal Notice**

February 2, 2026

Mr. Ty Ramirez  
Nueces Power Equipment  
101 Oil Patch Road  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension II

Dear Mr. Ramirez,

This is to inform you that the contract FY24-048 which was approved by City Council on March 18, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Your company is currently the secondary vendor for this contract.

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

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Nueces Power Equipment	
Request a contract extension: <u>  /  </u>	Not request a contract extension: _____
Authorized Signature: <u>  Ty Ramirez  </u>	_____
Print Name: <u>  Ty Ramirez  </u>	_____
Date: <u>  02-04-2026  </u>	_____



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

March 4, 2025

Mr. Roberto Martinez  
Bone's Custom Cycles  
141 Wawi Tijerina Parkway  
Laredo, Texas 78043

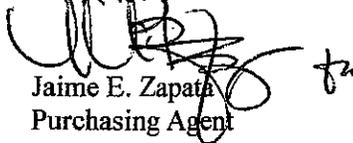
Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension I

Dear Mr. Martinez,

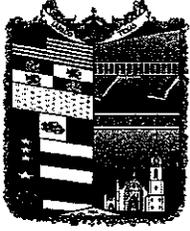
This is to inform you that the contract renewal FY24-048 for providing parts and repair services for the city's dozers, backhoes, low boy trailers, tractors, mower tractors, etc... was approved by City Council on March 3, 2025. The term of this contract shall be for a period of twelve months. This is the first of three extension periods. Your company is currently the secondary vendor for 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



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

March 4, 2025

Mr. Colt Daulin  
Nueces Power Equipment  
101 Oil Patch Road  
Laredo, Texas 78043

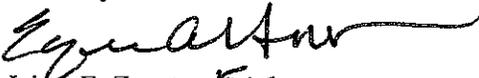
Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension I

Dear Mr. Daulin,

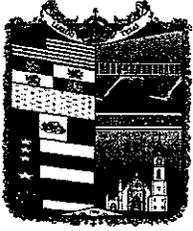
This is to inform you that the contract renewal FY24-048 for providing parts and repair services for the city's dozers, backhoes, low boy trailers, tractors, mower tractors, etc... was approved by City Council on March 3, 2025. The term of this contract shall be for a period of twelve months. This is the first of three extension periods. Your company is currently the secondary vendor for 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 *JEZ*  
Purchasing Agent

Xc: Purchasing File



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

March 4, 2025

Mr. Juan Enrique Gonzalez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract renewal FY24-048 for providing parts and repair services for the city's dozers, backhoes, low boy trailers, tractors, mower tractors, etc... was approved by City Council on March 3, 2025. The term of this contract shall be for a period of twelve months. This is the first of three extension periods. Your company is currently the primary vendor for 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

# City of Laredo

## City Council

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**Meeting Date:** 3/3/2025

**Consent Agenda 41.**

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### **SUBJECT**

Consideration to renew annual parts/labor service contract FY24-048 for off/road heavy and mid-size construction support equipment with:

1. Laredo Mechanical Industry, Laredo, Texas, in an amount up to \$250,000.00 (Primary Vendor);
2. Bone's Custom Cycles, Laredo, Texas, in an amount up to \$225,000.00 (Secondary Vendor);
3. Nueces Power Equipment, Laredo, Texas, in an amount up to \$200,000.00 (Secondary Vendor).

All repairs will be done at the vendor's shop or at repair location and will be secured on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

### **PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 3/18/24.

### **BACKGROUND**

This parts/labor service contract establishes pricing for off/road heavy and mid-size construction support equipment for the Fleet Department. All repairs will be done at the vendor's shop or at repair location and will be secured on an as-needed basis. There was no price increase during the last extension period. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for two, additional one year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A complete bid tabulation is attached (Pricing).

### **COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**

It is recommended that these contracts be renewed.

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### **Fiscal Impact**

Fiscal Year: 2025.

Budgeted Y/N?: Yes.  
Source of Funds: Fleet Management Fund.  
Account #: 593-2810-533-2072.  
Change Order: Exceeds 25% Y/N: No.

**FINANCIAL IMPACT:**

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





**City of Laredo  
Purchasing Division  
Renewal Notice**

January 24, 2025

Mr. Colt Daulin  
Nueces Power Equipment  
101 Oil Patch Road  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension I

Dear Mr. Daulin,

This is to inform you that the contract FY24-048 which was approved by City Council on March 18, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract. Your company is currently the secondary vendor for this contract.

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

Sincerely,

Jaime E. Zapata  
Purchasing Agent

Xc: Purchasing File

Nueces Power Equipment
Request a contract extension: _____ Not request a contract extension: _____
Authorized Signature: _____
Print Name: _____
Date: _____



**City of Laredo  
Purchasing Division  
Renewal Notice**

January 24, 2025

Mr. Juan Enrique Gonzalez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

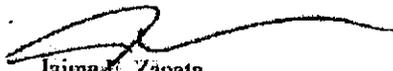
**Re:** Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-048 which was approved by City Council on March 18, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract. Your company is currently the primary vendor for this contract.

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

Sincerely,

  
Jaime E. Zapata  
Purchasing Agent

**Xc:** Purchasing File

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>01/30/2025</u>	



City of Laredo  
Purchasing Division  
Renewal Notice

January 24, 2025

Mr. Roberto Martínez  
Dante's Custom Cycles  
141 Waveliña Parkway  
Laredo, Texas 78042

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract #Y24-043  
Estimated

Dear Mr. Martínez:

This is to inform you that the contract #Y24-043 was approved by the City of Laredo on 01-24-2025 to go for renewal. This is the last of three years provided. Please let us know if you wish to renew this contract. Your company is currently in compliance with the contract.

All conditions remain the same with the original terms and the description of the contract. We are not providing a new contract for the renewal of this contract. The contract is being renewed for the same terms and conditions as the original contract.

Sincerely,

\_\_\_\_\_  
Purchasing Director

cc: Purchasing File

Dante's Custom Cycles

Contract #Y24-043

Contract Description

Contract Value

Contract Start Date

Contract End Date



**City of Laredo**  
**Purchasing Division**  
**LETTER OF AWARD**

March 19, 2024

Mr. Roberto Martinez  
Bone's Custom Cycles  
141 Wawi Tijerina Parkway  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Approved by City Council on March 18, 2024

Dear Mr. Martinez,

This is to inform you that contract FY24-048 for providing parts and repair services for the city's dozers, backhoes, low boy trailers, tractors, mower tractors, etc... was approved by City Council on March 18, 2024. The term of this contract shall be for a period of twelve months. This contract has three one-year extension periods. Your company is the secondary vendor for this contract.

**Statutory Requirement to File Form 1295:**

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html). You scan and email a notarized copy to [ealdape@ci.laredo.tx.us](mailto:ealdape@ci.laredo.tx.us)

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

Sincerely,

A handwritten signature in black ink, appearing to read "Enrique Aldape III".

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

March 19, 2024

Mr. Colt Daulin  
Nueces Power Equipment  
101 Oil Patch Road  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Approved by City Council on March 18, 2024

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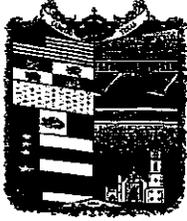
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Sincerely,

A handwritten signature in black ink, appearing to read "Enrique Aldape III".

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File



**City of Laredo  
Purchasing Division  
LETTER OF AWARD**

March 19, 2024

Mr. Juan Enrique Gonzalez  
Laredo Mechanical Industrial Services  
121 Ranch Road 6086C  
Laredo, Texas 78043

Re: Off Road/Mid-Size Support Equipment Parts & Service Repairs  
Contract FY24-048  
Approved by City Council on March 18, 2024

Dear Mr. Gonzalez,

This is to inform you that contract FY24-048 for providing parts and repair services for the city's dozers, backhoes, low boy trailers, tractors, mower tractors, etc... was approved by City Council on March 18, 2024. The term of this contract shall be for a period of twelve months. This contract has three one-year extension periods. Your company is the primary vendor for this contract.

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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) 794-1733.

Sincerely,

A handwritten signature in black ink, appearing to read "Enrique Aldape III".

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

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**SUBJECT**

Consideration to award annual parts/labor service contract FY24-048 for off/road heavy and mid-size construction support equipment to:

1. Laredo Mechanical Industry, Laredo, Texas, in an amount up to \$250,000.00 (Primary Vendor);
2. Bone's Custom Cycles, Laredo, Texas, in an amount up to \$225,000.00 (Secondary Vendor);
3. Nueces Power Equipment, Laredo, Texas, in an amount up to \$200,000.00 (Secondary Vendor).

All repairs will be done at the vendor's shop or at repair location and will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received (3) three bids through Cit-E-Bid for awarding a parts/labor service contract for off/road heavy and mid-size construction support equipment for the Fleet Department. All repairs will be done at the vendor's shop or at repair location and will be secured on an as-needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

A Complete Bid Tabulation is attached (Pricing).

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these contracts be approved.

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**Fiscal Impact**

Fiscal Year: 2024.  
Budgeted Y/N?: Yes.

CITY OF LAREDO  
PURCHASING DIVISION



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

**OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.iowave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

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

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 31<sup>st</sup> DAY OF JANUARY 2024.

*Jose A. Valdez Jr.*  
For: Jose A. Valdez Jr.  
City Secretary

CITY OF LAREDO  
PURCHASING DIVISION

**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.
- (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.

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

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

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

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III

5512 Thomas Ave,  
Laredo, TX 78041

[enaldape@ci.laredo.tx.us](mailto:enaldape@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.

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**9.0 INTENT OF CONTRACT**

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

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

**10.0 AWARD OF CONTRACT**

- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and two secondary vendors for this contract.

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

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

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.  
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 PAYMENT & INVOICING**

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

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

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

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

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

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

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

**13.0 INSURANCE REQUIREMENTS**

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

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

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- (d) **Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate.**  
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) **Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.**
- (f) **A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.**
- (g) **With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:**
1. **The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.**
  2. **All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.**
  3. **A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.**
  4. **All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.**
  5. **All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.**
  6. **All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.**
  7. **Required limits may be satisfied by any combination of primary and umbrella liability insurances.**
  8. **Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.**
  9. **Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.**
- (h) **All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:**
1. **Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.**
  2. **Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.**
- (i) **Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.**
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) **Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.**  
(l) **Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.**

**14.0 CONTRACT REQUIREMENTS**

**14.1 CODE OF ETHICS ORDINANCE 2012-0-126**

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

**14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

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This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**14.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**14.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

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

**14.5 CONFLICT OF INTEREST FORMS (Attached)**

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

**14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

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

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

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

**15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

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

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

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**Formal Invitation for Bids  
Off Road /Mid- Size Support Equipment Parts & Service Repairs  
Fleet Department**

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**16.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.

**17.0 General Requirements**

17.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

17.3 Bids will be awarded to multiple vendors meeting the city's requirements.

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

17.5 Bids not submitted on these forms will not be considered.

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

17.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

17.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

17.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

17.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

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However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**  
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
  - 18.11.1 Must be legible and reference a valid purchase order number.
  - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
  - 18.11.3 Must list labor hours as applicable for all work billed.
  - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.
- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**19.0 Term of Contract**

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

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

**20.0 Award of Contract**

This contract will be awarded to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

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

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PURCHASING DIVISION**

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

**20.1 Disclosure of Interested Parties**

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

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

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

**21.0 Price Adjustment\*\*\*\*\***

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

**22.0 Delivery**

Delivery of crane rental is to be made within 24 hours from request. If rental services cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative vendor, the rental fees will be contracted supplier.

**23.0 Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period.

Either party may terminate this contract by written notice to the other at any time if the other party:  
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;  
or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

- Company Information Questionnaire**
- Signed Price Schedule**
- Conflict of Interest Questionnaire**
- Non-Collusive Affidavit**
- Discretionary Contract Disclosure**
- Certificate of Interested Parties (Form 1295)**

CITY OF LAREDO  
PURCHASING DIVISION

25.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Bone's Custom Cycles, Roberto Martinez, 956-319-8202

Signature Roberto Martinez Date 02/14/24  
of person authorized to sign bid

Print Name Roberto Martinez  
of person authorized to sign bid

Title: Owner

Business Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-319-8202 Fax Number: \_\_\_\_\_

Contact Person Email Address: bonentz@gmail.com

Federal Tax ID Number: 452-19-5248

Bidders Principal/Corporate Place of Business Address: 141 Wawi Tijerina Parkway, Laredo, TX 78043

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship  Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 16

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

\_\_\_\_\_  
\_\_\_\_\_

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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

Is any litigation pending against the Business? Yes  No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

CITY OF LAREDO  
PURCHASING DIVISION

26.0 **Price Schedule**

26.1 **Section I: All Heavy & Mid-Size Construction Equipment Parts**  
Authorized Distributor/Dealer

Parts Percentage of discount offered	<u>0</u> %
Labor Rate Services	\$ <u>100.00</u> Per Hour (Field) \$ <u>100.00</u> Per Hour (Shop)
Mileage Rate (if any)	\$ <u>0</u> Per Hour

26.2 Business hours are from 8 A.M. to 5 P.M., 5 days per week.  
(Documentation Shall be uploaded onto Cit-E-Bid)

26.3 Repairs will be completed within 5-7 working days after receipt of order.

Company Name: Bone's Custom Cycles

Owner/President Name: Roberto Martinez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: *Roberto Martinez*

Company Representative's Name: Roberto Martinez

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**27.0 Conflict of Interest Disclosure**

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

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

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

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

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

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

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



CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

28.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

*Roberto M. A. S.*

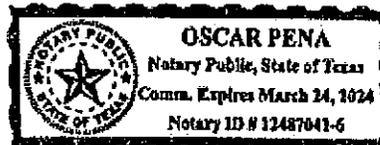
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 05 day of Feb. 2024

*[Signature]*  
Notary Public

My commission expires:

March 24, 2024



29.0

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Discretionary Contracts Disclosure**

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a  New Submission or  Correction or  Update to previous submission.

**\*1. Name of person submitting this disclosure form:**

Roberto Martinez  
 First M.I. Last Suffix

**\*2. Contract Information:**

a) Contract or Project name(s): FY24-048 Off Road/Mid-Size Support Equipment Parts & Service Repairs

b) Originating Department(s): Fleet Management

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

Roberto Martinez	<i>Roberto Martinez</i>		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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

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

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

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

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

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

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

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

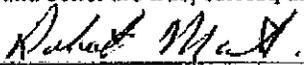
**\*Conflict of Interest Questionnaire (CIQ)**

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

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

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

<u>Roberto Martinez</u>	<u></u>	<u>Owner</u>
Name (Print)	Signature	Title
<u>Bone's Custom Cycles</u>		<u>02/04/2024</u>
Company or DBA		Date

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

**Implementation of House Bill 1295**

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

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

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

**30.2 Filing Process:**

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO  
PURCHASING DIVISION**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Bone's Custom Cycles			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Bone's Custom Cycles			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b> FY24-048 Off Road/Mid-Size Support Equipment Parts and Service Repairs			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is NO interested party.</b> <input checked="" type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP - SEAL ABOVE			
Sworn to and subscribed before me, by the said _____ this ____ day of _____, 20____, to wit: _____, to-wit: _____, witness my hand and seal of office			
Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**31.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M. on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

or

Hand Delivered:

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

CITY OF LAREDO  
PURCHASING DIVISION

ATTACHMENT "A"  
TEARDOWN AND QUOTATION

City of Laredo seeks to obtain a quote for the repair of the equipment listed below:

VENDOR NAME: Bone's Custom Cycles DATE: 02/04/2024

The following individual is the ONLY person authorized to communicate problems with equipment service and repair:

NAME: Roberto Martinez PHONE #: 956-319-8202

EQUIPMENT: \_\_\_\_\_  
(TYPE OF UNIT) (SERIAL NO.) (UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request that you disassemble the equipment to the extent necessary in order to determine repairs needed. After investigation and analysis, prepare an itemized quote for the complete repair of equipment.

Fax quote to Fleet Maintenance at (956) 727-6450 or e-mail: [miller@ci.laredo.tx.us](mailto:miller@ci.laredo.tx.us)

The quote should include an itemized list of parts and materials, a detail of the labor and any other applicable charges. The quote must include the following information:

INSIDE LABOR HOURS: _____ HOURS @ \$ _____ /HOUR	-	TOTAL: \$ _____
PARTS FROM VENDOR FACILITY:	-	TOTAL: \$ _____
PARTS FROM OUTSIDE SOURCES:	-	TOTAL: \$ _____
SHOP CHARGE:	-	TOTAL: \$ _____
		GRAND TOTAL: \$ _____
REASSEMBLY CHARGE IF NOT REPAIRED:	-	TOTAL: \$ _____

WORKED WILL BE COMPLETED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): \_\_\_\_\_

Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City:

Acknowledged by Vendor:

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Bone's Custom Cycles

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
Roberto Martinez  
 Signature of vendor doing business with the governmental entity

02/04/2024  
 Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Bone's Custom Cycles, 141 Wawi Tijerina Pkwy, Laredo, TX 78043

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

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

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

Roberto Martinez  
Signature of authorized agent of contracting business entity

APPX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

28.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or amount 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.

*W. Mas.*  
\_\_\_\_\_  
Bidder is an Individual  
Partner of the Bidder is a Partnership  
Officer of the Bidder is a Corporation



CITY OF LAREDO  
PURCHASING DIVISION

28.0

AFFIDAVIT

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*Robert Mads*

Signature of Bidder  
Bidder is an Individual  
Partner if Bidder is a Partnership  
Officer if Bidder is a Corporation

Subscribed and sworn to before me on 10/21/2011 at Laredo, Texas  
*[Signature]*





CITY OF LAREDO  
PURCHASING DIVISION



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

**OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION



City of Laredo  
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024, and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

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

WITNESS MY HAND AND SEAL, ON THIS 31<sup>st</sup> DAY OF JANUARY 2024.

*Martha J. Mans*  
for: Jose A. Valdez Jr.  
City Secretary

**CITY OF LAREDO  
PURCHASING DIVISION**

**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.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

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

**3.0 SUBMISSION OF BIDS**

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:  
CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III  
5512 Thomas Ave,  
Laredo, TX 78041  
[aldape@ci.laredo.tx.us](mailto:aldape@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.

CITY OF LAREDO  
PURCHASING DIVISION

**9.0 INTENT OF CONTRACT**

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

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

**10.0 AWARD OF CONTRACT**

- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and two secondary vendors for this contract.

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

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

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.  
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
  4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 PAYMENT & INVOICING**

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

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

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

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

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

**13.0 INSURANCE REQUIREMENTS**

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate.  
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of Insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

#### **14.0 CONTRACT REQUIREMENTS**

##### **14.1 CODE OF ETHICS ORDINANCE 2012-0-126**

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

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

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

**CITY OF LAREDO  
PURCHASING DIVISION**

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This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**14.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**14.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

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

**14.5 CONFLICT OF INTEREST FORMS (Attached)**

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

**14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

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

**Implementation of House Bill 1295:** In an effort to comply with state law the certificate of interested parties must be 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 will result in the cancellation of the contract.

**15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

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

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

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**Formal Invitation for Bids  
Off Road /Mid- Size Support Equipment Parts & Service Repairs  
Fleet Department**

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- 16.0 Scope of Work**  
The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>
- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.
- 17.0 General Requirements**
- 17.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3 Bids will be awarded to multiple vendors meeting the city's requirements.
- 17.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 17.5 Bids not submitted on these forms will not be considered.
- 17.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 17.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 17.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 17.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

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However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**  
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
  - 18.11.1 Must be legible and reference a valid purchase order number.
  - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
  - 18.11.3 Must list labor hours as applicable for all work billed.
  - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.
- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**19.0 Term of Contract**

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

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

**20.0 Award of Contract**

This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

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

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

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

**20.1 Disclosure of Interested Parties**

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

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

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

**21.0 Price Adjustment\*\*\*\*\***

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

**22.0 Delivery**

Delivery of crane rental is to be made within 24 hours from request. If rental services cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative vendor, the rental fees will be contracted supplier.

**23.0 Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period.

Either party may terminate this contract by written notice to the other at any time if the other party:  
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;  
or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

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

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

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

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

CITY OF LAREDO  
PURCHASING DIVISION

25.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) Nueces Power Equipment

Signature Colt Davlin Date 2/2/24  
of person authorized to sign bid

Print Name Colt Davlin  
of person authorized to sign bid

Title: Corporate Parts & Service Manager

Business Address: 101 Oilpatch Rd

City, State, Zip Code: Laredo TX 78043

Telephone Number: 956-725-0066 Fax Number: 877-580-9140

Contact Person Email Address: ehernandez@npetex.com

Federal Tax ID Number: 741649707

Bidders Principal/Corporate Place of Business Address: 7510 I 37 Corpus Christ. Tx 78409

Indicated Status of Business:  
Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: 35yrs

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

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes /  No

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

Is any litigation pending against the Business? Yes /  No

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

Small Disadvantaged Business Enterprise (SDBE) Yes  No  Other: Please specify \_\_\_\_\_

This company is not a certified minority business:

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

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26.0 Price Schedule

26.1 Section I: All Heavy & Mid-Size Construction Equipment Parts  
Authorized Distributor/Dealer

Parts Percentage of discount offered	<u>0</u> %
Labor Rate Services	\$ <u>175</u> Per Hour (Field) \$ <u>150</u> Per Hour (Shop)
Mileage Rate (if any)	\$ <u>NA</u> Per Hour

26.2 Business hours are from 8 A.M. to 5 P.M., 5 days per week.  
(Documentation Shall be uploaded onto Cit-E-Bid)

26.3 Repairs will be completed within 30 working days after receipt of order.

Company Name: Nueces Power Equipment

Owner/President Name: Grant Bradshaw

Company Address: 7510 F 37

City, State, Zip Code: Corpus Christi TX 78409

Company Authorized Representative's Signature: Colt Daulton

Company Representative's Name: Colt Daulton

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

**CITY OF LAREDO  
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**27.0 Conflict of Interest Disclosure**

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

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

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

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

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

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

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

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**HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Name Colt Dawkins

Signature *Colt Dawkins*

Date 2/2/2024

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

NA

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

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

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

Enrique Aldape III  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

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

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

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

D. Describe each employment or business relationship with the local government officer named in this section. None

*Colt Dawkins*  
Signature of person doing business with the governmental entity

2/2/24  
Date

CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

28.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Colt Davis

Signature of:

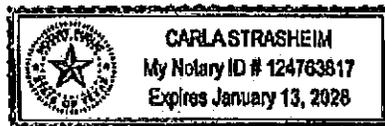
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 15<sup>th</sup> day of Feb 2004.

Carla Strasheim  
Notary Public

My commission expires:

January 13, 2008



29.0

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Discretionary Contracts Disclosure**

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

William C Davlin Mr.  
First M.I. Last Suffix

**\*2. Contract Information:**

a) Contract or Project name(s): FY24-048

b) Originating Department(s): Parts / service

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

<u>Colt Davlin npe</u>	<u>Colt Davlin npe</u>		
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

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

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

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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

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

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

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

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

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

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

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

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? no

CITY OF LAREDO  
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

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

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

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

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

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

Colt Daulton  
Name (Print)

[Signature]  
Signature

Corporate Parts + Service  
Title manager

Company or DBA \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

**Implementation of House Bill 1295**

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

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

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

**30.2 Filing Process:**

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

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

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

Additional Information:

**HB 1295**

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

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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 AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AREA FOR NOTARY STAMP - SEAL ABOVE

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

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**31.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M. on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY23-048**

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

or

Hand Delivered:

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

CITY OF LAREDO  
PURCHASING DIVISION

ATTACHMENT "A"  
TEARDOWN AND QUOTATION

City of Laredo seeks to obtain a quote for the repair of the equipment listed below:

VENDOR NAME: Nueces Power Equipment DATE: 2/2/2024

The following individual is the ONLY person authorized to communicate problems with equipment service and repair:

NAME: Eric Hernandez PHONE #: 361-687-5098

EQUIPMENT: \_\_\_\_\_  
(TYPE OF UNIT) (SERIAL NO.) (UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request that you disassemble the equipment to the extent necessary in order to determine repairs needed. After investigation and analysis, prepare an itemized quote for the complete repair of equipment.

Fax quote to Fleet Maintenance at (956) 727-6450 or e-mail: [miller@ci.laredo.tx.us](mailto:miller@ci.laredo.tx.us)

The quote should include an itemized list of parts and materials, a detail of the labor and any other applicable charges. The quote must include the following information:

INSIDE LABOR HOURS: _____ HOURS @ \$ _____ /HOUR	-	TOTAL: \$ _____
PARTS FROM VENDOR FACILITY:	-	TOTAL: \$ _____
PARTS FROM OUTSIDE SOURCES:	-	TOTAL: \$ _____
SHOP CHARGE:	-	TOTAL: \$ _____
		GRAND TOTAL: \$ _____

REASSEMBLY CHARGE IF NOT REPAIRED: \_\_\_\_\_ - TOTAL: \$ \_\_\_\_\_

WORKED WILL BE COMPLETED WITHIN 30 CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): 90 days

Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City:

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledged by Vendor:

Signature: [Signature] Phone: 361 537 370 Date: 2/2/24

# 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.  
 NUECES POWER EQUIPMENT  
 LAREDO, TX United States

Certificate Number:  
 2024-1119087

Date Filed:  
 02/01/2024

Date Acknowledged:

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

3 Provide the [identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
 FY24-048  
 OFF ROAD/MID SIZE SUPPORT EQUIPMENT PARTS & SERVICE REPAIRS

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 Colt Davlin and my date of birth is 05/03/1983

My address is 2325 Lighthouse Dr. New Braunfels Tx 78130 Gundelup e  
(Street) (City) (State) (zip code) (country)

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

Executed in Nueces County, State of Tx, on the 1 day of Feb., 2024.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Nueces Power Equipment*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*Enrique Aldape III*  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

*None*

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*  
Signature of vendor doing business with the governmental entity

*2/2/2024*  
Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Colt Davison

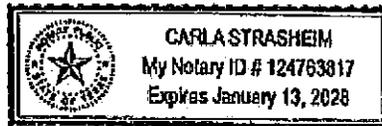
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 1<sup>st</sup> day of Feb 20 24

Carla Strasheim  
Notary Public

My commission expires:

January 13, 2028





CITY OF LAREDO  
PURCHASING DIVISION



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

**OFF ROAD /MID- SIZE SUPPORT EQUIPMENT PARTS AND SERVICE REPAIRS  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup> floor, Laredo, Texas 78040 until 5:00 P.M on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

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

Hand Delivered:

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

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

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding an annual contract for the parts purchases and repairs of off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](http://www.ci.laredo.tx.us) or through <https://cityoflaredo.ionwave.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on February 26, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

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

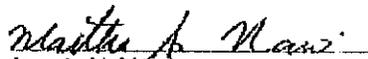
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL.. ON THIS 31<sup>st</sup> DAY OF JANUARY 2024.

For:   
Jose A. Valdez Jr.  
City Secretary

CITY OF LAREDO  
PURCHASING DIVISION

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

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

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

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

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (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 charges 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.jonwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:  
CITY OF LAREDO INTERIM PURCHASING AGENT Enrique Aldape III  
5512 Thomas Ave.  
Laredo, TX 78041  
[ealdape@ci.laredo.tx.us](mailto: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.

CITY OF LAREDO  
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**9.0 INTENT OF CONTRACT**

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

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

**10.0 AWARD OF CONTRACT**

- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and two secondary vendors for this contract.

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

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

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.  
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
  4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 PAYMENT & INVOICING**

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

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

- (d) The City of Laredo offers electronic funds transfer (EFT) 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](mailto:jjolly@ci.laredo.tx.us)  
1110 Houston St.  
Laredo, TX 78040.

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

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

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

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

**13.0 INSURANCE REQUIREMENTS**

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

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

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- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate.  
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.  
(l) Awarded vendor is required to maintain current and active all certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

#### 14.0 CONTRACT REQUIREMENTS

##### 14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

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

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

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This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

**14.3 NON-COLLUSIVE AFFIDAVIT (Attached)**

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

**14.4 CONTRACT DISCLOSURE FORMS (Attached)**

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

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

**14.5 CONFLICT OF INTEREST FORMS (Attached)**

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

**14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be 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 will result in the cancellation of the contract.

**15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

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

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

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**Formal Invitation for Bids**  
**Off Road /Mid- Size Support Equipment Parts & Service Repairs**  
**Fleet Department**

- 16.0 Scope of Work**  
The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of parts and repair services for off-road heavy and mid-size construction support equipment for the City's dozers, backhoes, low boy trailers, large mowers tractor, motor grader etc. for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.cityoflaredo.com](http://www.cityoflaredo.com) or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>
- 16.1** All questions for this bid shall be submitted through Cit-E-Bid no later than, February 9, 2024, 2:00 P.M.
- 17.0 General Requirements**
- 17.1** The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2** Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.
- 17.3** Bids will be awarded to multiple vendors meeting the city's requirements.
- 17.4** When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 17.5** Bids not submitted on these forms will not be considered.
- 17.6** When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.
- 17.7** An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 17.8** All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.9** Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 17.10** All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

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However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturer's may not be superseded or replaced during the contract period.

- 17.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**  
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
  - 18.11.1 Must be legible and reference a valid purchase order number.
  - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
  - 18.11.3 Must list labor hours as applicable for all work billed.
  - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

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- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.
- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**19.0 Term of Contract**

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

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

**20.0 Award of Contract**

This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for this contract.

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

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

**20.1 Disclosure of Interested Parties**

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

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

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

**21.0 Price Adjustment\*\*\*\*\***

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

**22.0 Delivery**

Delivery of crane rental is to be made within 24 hours from request. If rental services cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative vendor, the rental fees will be contracted supplier.

**23.0 Termination of Contract**

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period.

Either party may terminate this contract by written notice to the other at any time if the other party:  
Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing;  
or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

- Company Information Questionnaire**
- Signed Price Schedule**
- Conflict of Interest Questionnaire**
- Non-Collusive Affidavit**
- Discretionary Contract Disclosure**
- Certificate of Interested Parties (Form 1295)**

CITY OF LAREDO  
PURCHASING DIVISION

25.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Signature [Signature] Date 02/22/2024  
of person authorized to sign bid

Print Name JUAN ENRIQUE GONZALEZ  
of person authorized to sign bid

Title: PRESIDENT

Business Address: 121 RANCH RD. 6086C

City, State, Zip Code: LAREDO, TEXAS. 78043

Telephone Number: (956) 568-5354 Fax Number: (956) 568-5332

Contact Person Email Address: LAREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

Bidders Principal/Corporate Place of Business Address: 121 RANCH RD. 6086C

Indicated Status of Business:

Corporation  Partnership  Sole Proprietorship  Other:

If other state business status: N/A

State how long under its present business name: EIGHTEEN YEARS

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

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

CITY OF LAREDO  
PURCHASING DIVISION

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

Is any litigation pending against the Business? Yes / No.

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business:

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

CITY OF LAREDO  
PURCHASING DIVISION

26.0 Price Schedule

26.1 Section I: All Heavy & Mid-Size Construction Equipment Parts  
Authorized Distributor/Dealer

Parts Percentage of discount offered	<u>0</u> %
Labor Rate Services	\$ <u>60.00</u> Per Hour (Field) \$ <u>60.00</u> Per Hour (Shop)
Mileage Rate (if any)	\$ <u>0</u> Per Hour

26.2 Business hours are from 8:00 A.M. to 5:00 P.M., 5 days per week.  
(Documentation Shall be uploaded onto Cit-E-Bid)

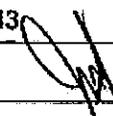
26.3 Repairs will be completed within TBD working days after receipt of order.

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD. 6086C

City, State, Zip Code: LAREDO, TEXAS. 78043

Company Authorized Representative's Signature: 

Company Representative's Name: JUAN ENRIQUE GONZALEZ

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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**27.0 Conflict of Interest Disclosure**

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

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

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

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

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

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

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

**CITY OF LAREDO  
PURCHASING DIVISION**

**HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

JUAN ENRIQUE GONZALEZ

02/22/2024

Name

Signature

Date

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

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

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

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

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a). Local Government pages to this Form CIQ as necessary.

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

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

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

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

N/A

Signature of person doing business with the governmental entity

N/A

Date

CITY OF LAREDO  
PURCHASING DIVISION  
AFFIDAVIT

28.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

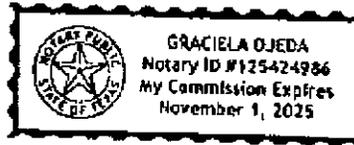
  
Signature of \_\_\_\_\_  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20<sup>th</sup> day of February 2024.

Graciela Ojeda  
Notary Public

My commission expires:

November 1, 2025



29.0

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo**  
**Discretionary Contracts Disclosure**

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

For details on use of this form, see Section 4.01 of the City's Ethics Code.  
\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

JUAN	E	GONZALEZ	
First	M.I.	Last	Suffix

**\*2. Contract Information.**

a) Contract or Project name(s): OFF Road/Mid - Size Support Equipment Parts & service Repairs FY24-048

b) Originating Department(s): FLEET DEPARTMENT

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

JUAN ENRIQUE GONZALEZ			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

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

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

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

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

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

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

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

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

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

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

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

List of contributors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

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

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**\*Conflict of Interest Questionnaire (CIQ)**

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

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

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

JUAN ENRIQUE GONZALEZ

Name (Print)

  
Signature

PRESIDENT

Title

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

Company or DBA

02/22/2024

Date

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

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

CITY OF LAREDO  
PURCHASING DIVISION

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

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

**Implementation of House Bill 1295**

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

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

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

**30.2 Filing Process:**

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

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

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

**Additional Information:**

**HB 1295**

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

**New Chapter 46, Ethics Commission Rules:**

**46.1. Application**

**46.3. Definitions**

**46.5. Disclosure of Interested Parties Form**

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

**LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.**

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

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

**OFF Road/Mid - Size Support Equipment Parts & service Repairs FY24-046**

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

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

**JUAN ENRIQUE GONZALEZ**  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

CITY OF LAREDO  
PURCHASING DIVISION

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**31.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until 5:00 P.M. on February 26, 2024; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on February 27, 2024.

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

**Bid: Off Road /Mid- Size Support Equipment Parts & Service Repairs  
FY24-048**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.iognwave.net/login.aspx>

or

Hand Delivered:

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

CITY OF LAREDO  
PURCHASING DIVISION

ATTACHMENT "A"  
TEARDOWN AND QUOTATION

City of Laredo seeks to obtain a quote for the repair of the equipment listed below:

VENDOR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The following individual is the ONLY person authorized to communicate problems with equipment service and repair:

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EQUIPMENT: \_\_\_\_\_  
(TYPE OF UNIT) (SERIAL NO.) (UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Request that you disassemble the equipment to the extent necessary in order to determine repairs needed. After investigation and analysis, prepare an itemized quote for the complete repair of equipment.

Fax quote to Fleet Maintenance at (956) 727-6450 or e-mail: [miller@ci.laredo.tx.us](mailto:miller@ci.laredo.tx.us)

The quote should include an itemized list of parts and materials, a detail of the labor and any other applicable charges. The quote must include the following information:

INSIDE LABOR HOURS: _____ HOURS @ \$ _____ /HOUR	-	TOTAL: \$ _____
PARTS FROM VENDOR FACILITY:	-	TOTAL: \$ _____
PARTS FROM OUTSIDE SOURCES:	-	TOTAL: \$ _____
SHOP CHARGE:	-	TOTAL: \$ _____
		GRAND TOTAL: \$ _____
REASSEMBLY CHARGE IF NOT REPAIRED:	-	TOTAL: \$ _____

WORKED WILL BE COMPLETED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): \_\_\_\_\_

Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City:

Acknowledged by Vendor:

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2023

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

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

**PRODUCER**

CUBRIEL INSURANCE AGENCY LLC  
6010 McPherson Rd Unit D2  
Laredo, TX 78041

**CONTACT NAME:**

Noe Cubriel, CIC

**PHONE:**

JAC. No. (Ext): (956)568-5290

**FAX:**

(Ext. No.): (956)568-5284

**E-MAIL:**

noe@cubriellinsurance.com

**INSURED**

LAREDO MECHANICAL INDUSTRIAL SERVICE  
4619 SAN DARIO STE# 542  
LAREDO, TX 78041

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** THE BURLINGTON INSURANCE CO.**INSURER B:** PROGRESSIVE INSURANCE**INSURER C:** THE HANOVER INSURANCE COMPANY**INSURER D:****INSURER E:** \*\*\*\*\*UPDATED\*\*\*\*\***INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	957BG04614-03	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	08079425	8/24/2023	8/24/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> COB <input type="checkbox"/> RETENTIONS					OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	WZD H461528-03	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

CITY OF LAREDO  
1102 BOB BULLOCK LOOP  
LAREDO, TEXAS 78043

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

### Payment Receipt from City of Laredo

From: System Admin (click2gov@ci.laredo.tx.us)

To: laredomechanical@yahoo.com

Date: Monday, October 30, 2023 at 03:45 PM CDT

### Payment Receipt from City of Laredo

<b>Account Number:</b>	000643288
<b>Receipt Number:</b>	959684481790095, LARE20359327803
<b>Payment Amount:</b>	\$392.45
<b>Payment Date:</b>	10/30/2023 04:45 PM
<b>Payment Account:</b>	*****8358

### Charge Details

Description	Amount
000643288	\$381.01
<b>Total</b>	<b>\$381.01</b>

### Additional Fees

Description	Amount
Service Fee - WEB Service Fee	\$11.44
<b>Total</b>	<b>\$11.44</b>



# CITY OF LAREDO

**DORA A. MALDONADO, RMA**  
**TAX ASSESSOR - COLLECTOR**  
 1102 Del. English Loop / P.O. Box 1248  
 Laredo, TX 78042-2848  
 (957) 791-2200



FOR THE DEPARTMENT OF  
 REVENUE AND TAXATION  
 OCTOBER 1, 2023

FIGURE OF OFFICIALS  
 REVENUE DEPARTMENT  
 TAX ACCOUNT # 643288

PROPERTY OWNER ON RECORD  
 (This section regarding ownership, mailing address and usage change is subject to City Assessor's Office at (957) 791-2200)

**LAREDO MECHANICAL INDUSTRIAL S**  
**7305 SAN DARIO AVE # 307**  
**LAREDO, TX 78045-7438**

PARCEL NUMBER OR ALL ID: **801-12011-117-**

PROPERTY ADDRESS (DESCRIPTION)  
**121 RANCH RD**  
**PERSONAL PROPERTY FURN FIX EQU**  
**IP @121 RANCH RD 6086C @SOUTH**  
**TEXAS IND PARK RP#900-00001-04**  
**6 (IMP ONLY)**

DESCRIPTION	IF PAID IN	RATE	PER AMOUNT	TOTAL AMOUNT DUE
<b>APPRAISED/ASSESSED VALUE</b>				
LAND	OCT - 2023			
IMPROVEMENT	THRU			
AGRICULTURE	JAN 2024	0%	.00	381.01
PERSONAL PROPERTY	FEB 2024	7%	26.67	407.68
TOTAL BEFORE EXEMPTIONS	MAR 2024	9%	34.29	415.30
(100% ASSESSMENT RATIO)	APR 2024	11%	41.91	422.92
LESS EXEMPTIONS	MAY 2024	13%	49.53	430.54
CODES:	JUN 2024	15%	57.15	438.16
NET TAXABLE VALUE	JUL 2024	18+15%	136.02	517.03
TAX RATE (PER \$100)	AUG 2024	19+15%	140.40	521.41
TAX AMOUNT DUE	SEP 2024	20+15%	144.78	525.79
(+) LATE PENALTY				
(-) CREDIT ON ACCOUNT				
<b>TOTAL TAX DUE UPON RECEIPT</b>				<b>\$381.01</b>

**SPLIT PAYMENT OPTION:** For 10 payments due by December 31, 2023.  
 Payment of \$38.10 due by Nov 30, 2023.  
 Payment of \$38.10 due by Dec 31, 2023.  
 Payment of \$38.10 due by Jan 31, 2024.  
 Payment of \$38.10 due by Feb 29, 2024.  
 Payment of \$38.10 due by Mar 31, 2024.  
 Payment of \$38.10 due by Apr 30, 2024.  
 Payment of \$38.10 due by May 31, 2024.  
 Payment of \$38.10 due by Jun 30, 2024.  
 Payment of \$38.10 due by Jul 31, 2024.  
 Payment of \$38.10 due by Aug 31, 2024.  
 Payment of \$38.10 due by Sep 30, 2024.  
 Payment of \$38.10 due by Oct 31, 2024.  
 Payment of \$38.10 due by Nov 30, 2024.  
 Payment of \$38.10 due by Dec 31, 2024.

PROPERTY OWNER'S SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CITY OF LAREDO

PROPERTY OWNER'S SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CITY OF LAREDO

PROPERTY OWNER	PARCEL NUMBER
<b>LAREDO MECHANICAL INDUSTRIAL S</b>	<b>801-12011-117-</b>
PROPERTY DESCRIPTION	TAX ACCOUNT ID
<b>PERSONAL PROPERTY FURN FIX EQU</b>	<b>643288</b>

1ST PAYMENT DUE BY NOVEMBER 30, 2023	\$190.50	2ND PAYMENT DUE BY DEC 31, 2023	\$190.51
13TH PAYMENT DUE BY FEBRUARY 29, 2024		24TH PAYMENT DUE BY DECEMBER 31, 2024	
<b>\$381.01</b>			



FOR FREQUENTLY ASKED QUESTIONS GO TO THE CITY WEBSITE AT [www.cityoflanada.com](http://www.cityoflanada.com)

**INFORMATION ON TEXAS PROPERTY TAX LAW OR DEPARTMENT POLICY**

- Taxes become **AUTOMATICALLY** placed on the property by the city for all owners as soon as first property taxes are paid.
- By law, the Tax Assessor-Collector cannot waive penalty and interest charges on delinquent taxes, adjust values, or ignore established deadlines and requirements as per the Texas Property Tax Code.
- The current owner of the real property (land and building) is responsible for any unpaid taxes even for years before the property was purchased. The new owner is liable for the entire year's tax, even if the property was purchased during the year, and the taxes were prorated with the seller at the time of closing.
- Taxes on personal property may have a tax warrant issued and property seized when personal property becomes delinquent in February 1st or the business is moving or going out of business.

**HISTORY INFORMATION FOR THE CURRENT TAX YEAR AND THE PREVIOUS FIVE TAX YEARS**

TAX YEAR	APPRAISED VALUE	TAXABLE VALUE	TAX RATE (PER \$100)	CITY TAX	%CHANGE FROM YEAR BEFORE
<b>2023</b>	<b>71,358</b>	<b>71,358</b>	<b>.533945</b>	<b>381.01</b>	<b>-2.44%</b>
<b>%CHANGE FROM 2018</b>	<b>-40.99%</b>	<b>-40.99%</b>	<b>-15.78%</b>	<b>-50.30%</b>	
<b>2022</b>	<b>68,517</b>	<b>68,517</b>	<b>.570000</b>	<b>390.55</b>	<b>-36.91%</b>
<b>2021</b>	<b>100,611</b>	<b>100,611</b>	<b>.615370</b>	<b>619.13</b>	<b>6.84%</b>
<b>2020</b>	<b>91,400</b>	<b>91,400</b>	<b>.634000</b>	<b>579.48</b>	<b>-14.07%</b>
<b>2019</b>	<b>106,370</b>	<b>106,370</b>	<b>.634000</b>	<b>674.39</b>	<b>-12.03%</b>
<b>2018</b>	<b>120,930</b>	<b>120,930</b>	<b>.634000</b>	<b>766.70</b>	

All data reflects current valuations for each year and do not reflect over 65 or disabled tax levy freeze limitations.

Payment options available to our customers include:

City Hall, 110 Houston St. Night drop location at the north entrance.

City Hall Annex, 1102 Bob Bullock Loop, Drive East located in the south side and the night drop in lane #1.

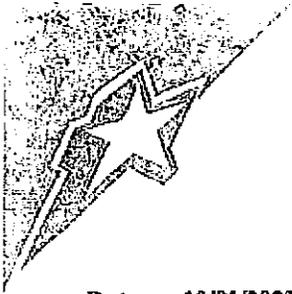
Deposit only checks and money orders in night drop.

Business hours from 8:00 a.m. to 5:00 p.m., Monday-Friday.

Online payments via the City's website at [www.cityoflanada.com](http://www.cityoflanada.com) (can only take Credit or Debit Card Only).

NOTE: Payments to City of Lanada, P.O. Box 6500, Laredo, Texas 78047 (Checks or Money orders apply; Cash payable to City of Lanada Tax Department).





**PATRICIA A. BARRERA, R.A.**  
**WEBB COUNTY TAX ASSESSOR & COLLECTOR**

1110 VICTORIA ST. SUITE 100  
 LAREDO, TEXAS 78040  
 P.O. BOX 420198  
 LAREDO, TEXAS 78042-0198  
 PH: (351) 523-4200

**2023 TAX STATEMENT**

**BILL #: 231082**



Date: 10/01/2023  
 P.I.D: 80112011117

NC01 26 1202

LAREDO MECHANICAL INDUSTRIAL SERVICES  
 7305 SAN DARIO AVE, # 307  
 LAREDO, TX 78045-7438

**PROPERTY ADDRESS / DESCRIPTION**

121 RANCH RD LAREDO 78043  
 PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C @SOUTH TEXAS IND PARK RP#900-00001-046 (IMP ONLY)

AGENT-101-80497

ASSESSOR	APPROXIMATE VALUE	EXEMPTIONS	NET ASSESSMENT	EXEMPTIONS	NET ASSESSMENT	TAX RATE	TAX AMOUNT
PERSONAL	71,358	0	0	0	71,358		231082

TAXING ENTITY	TAX RATE	TAX AMOUNT	TAX RATE	TAX AMOUNT	TOTAL
WEBB COUNTY	0.385000	71,358	0.267675	71,358	274.73
LAREDO COLLEGE					191.01

1/2% Sales Tax Reduced COUNTY TAXES BY \$ 59.01 **TOTAL → 465.74**

AMOUNT DUE FOR MONTHLY PAYMENTS MADE									
OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY
465.74	465.74	465.74	465.74	498.31	507.66	516.97	526.28	535.60	632.01

TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT FEBRUARY 1, 2024. PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING FEBRUARY 1, 2024. ADDITIONAL COLLECTION FEE ADDED ON JULY 2, 2024.

FEB 7%	MAR 9%	APR 11%	MAY 13%	JUNE 15%	JULY 18%
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PROPERTY TAXES IN TEXAS ARE LEVIED AS OF JANUARY 1st OF EACH YEAR AND COVER A PERIOD OF ONE YEAR FROM THAT DATE. ON REAL PROPERTY (LAND AND BUILDINGS), THE CURRENT OWNER CAN BE HELD LIABLE FOR ANY UNPAID TAXES, EVEN FOR YEARS BEFORE HE/SHE BOUGHT THE PROPERTY. THE NEW OWNER IS LIABLE FOR THE ENTIRE YEAR'S TAX TO THE TAX COLLECTOR, EVEN IF THAT PERSON BOUGHT THE PROPERTY DURING THE YEAR AND HAD THEIR TAX PRORATED WITH THE SELLER AT THE TIME OF CLOSING.

**INSTALLMENT PAYMENTS**

- SPLIT PAYMENTS:** 1/2 payment due by Nov. 30, 2023 remaining 1/2 payment due by July 1, 2024. To avoid penalty & interest charges, the up-to-date email contact.
- INSTALLMENT PAYMENTS FOR DISABLED OR OVER 65 HOMESTEAD:**
  - 1st 1/4 payment due by Jan. 31, 2024
  - 2nd 1/4 payment due by Apr. 1, 2024
  - 3rd 1/4 payment due by May 1, 2024
  - 4th 1/4 payment due by July 31, 2024

PAYMENTS MUST BE MADE BY INDICATED DATES TO AVOID PENALTY & INTEREST

YOUR CHECK WILL SERVE AS YOUR RECEIPT

**TAXPAYER'S COPY**

FOR THE TAXPAYER'S USE ONLY

80112011117



Scan your personal account code above to view and pay your taxes online

### Five Year Tax History

Disclaimer: This information is provided to the taxpayer for informational purposes only. It is based on the taxpayer's return for the year ended 12/31/2023. It is subject to change based on the final determination of the Tax Court, the Taxpayer's appeal of the Tax Court decision, and any amendments to the Tax Code, enacted by the legislature of the State of Texas, and any added subsection (a-1) to

Parcel ID: 80112011117

Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year	Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year		
2023	QWB S1	71,358 71,358	71,358 71,358	0.385000 0.287675	274.73 191.01	2.81 % -1.15 %	2022	QWB S1	68,517 68,517	68,517 68,517	0.390000 0.287616	267.22 197.22	-35.22 % -36.64 %		
<b>Total</b>						<b>465.74</b>	<b>0.78 %</b>	<b>Total</b>						<b>464.44</b>	<b>-36.72 %</b>
2021	QWB S1	100,611 100,611	100,611 100,611	0.410000 0.319441	412.51 331.99	9.54 % 8.02 %	2020	QWB S1	91,400 91,400	91,400 91,400	0.412000 0.325509	376.57 297.52	-14.07 % -14.89 %		
<b>Total</b>						<b>733.90</b>	<b>8.87 %</b>	<b>Total</b>						<b>674.09</b>	<b>-14.44 %</b>
2019	QWB S1	106,370 106,370	106,370 106,370	0.412000 0.324643	438.24 349.54	-32.04 % -31.63 %	2018	QWB S1	120,930 120,930	120,930 120,930	0.412000 0.327103	498.23 395.57			
<b>Total</b>						<b>787.82</b>	<b>-31.86 %</b>	<b>Total</b>						<b>893.80</b>	
Tax Unit	2023 Appraised Value	2018 Appraised Value	2023 Taxable Value	2018 Taxable Value	2023 Tax Rate	2018 Tax Rate	2023 Tax Imposed	2018 Tax Imposed	Five Year % of Change						
QWB S1	71,358 71,358	120,930 120,930	71,358 71,358	120,930 120,930	0.385000 0.287675	0.412000 0.327103	274.73 191.01	498.23 395.57	Appraised Value	Taxable Value	Tax Rate	Tax Imposed			
									-40.89 %	-40.89 %	-5.55 %	-44.66 %			
									-40.89 %	-40.89 %	-18.17 %	-51.71 %			
<b>Total</b>									<b>465.74</b>	<b>893.80</b>	<b>-47.89 %</b>				

Taxing Unit Code and Description  
 QWB - WEBB COUNTY  
 S1 - LARIDO COLLEGE

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Thursday, December 7, 2023 at 04:15 PM CST

Webb County Tax Office

PAYMENT RECEIPT

Transaction Details	
Payment To	Webb County Tax Office
Payment For	Property Taxes
Account Number	8011201117
Name	JUAN GONZALEZ
Payment Date	12/07/2023
Payment Time	04:15:42 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx358
Reference Number	927D105563
Transaction ID:	Oy9cs7le
Payment Amount	\$465.74
Service Fee	\$13.97
Total Amount	\$479.71

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Thursday, February 8, 2024 at 03:00 PM CST

United ISD Tax Office

PAYMENT RECEIPT

Transaction Details	
Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	8011201117
Name	JUAN GONZALEZ
Payment Date	02/08/2024
Payment Time	03:00:26 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx358
Reference Number	9210081609
Transaction ID:	4v1kqdpe
Payment Amount	\$609.43
Service Fee	\$18.28
Total Amount	\$627.71

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

UNITED INDEPENDENT SCHOOL DISTRICT

PROPERTY TAX STATEMENT

Monica Madrigal, RTA  
 United I.S.D. Tax Office  
 3501 E. Saunders  
 Laredo, Texas 78041



ALT#: 00000459247

BILL #: 699061

2023 TAX STATEMENT  
 TAXES ARE DUE UPON RECEIPT

JANUARY 31, 2024 IS THE LAST DATE TO PAY 2023 TAXES WITHOUT PENALTY AND INTEREST

Date: 10/01/2023  
 P.I.D.: 801-12011-117

CS01 37 234 36

LAREDO MECHANICAL INDUSTRIAL SERVICES  
 7305 SAN DARIO AVE # 307  
 LAREDO, TX 78045-7438

OCTOBER	31, 2023	569.56
NOVEMBER	30, 2023	569.56
DECEMBER	31, 2023	569.56
JANUARY	31, 2024	569.56
FEBRUARY	29, 2024	609.43
MARCH	31, 2024	620.82
APRIL	30, 2024	632.21
MAY	31, 2024	643.60
JUNE	30, 2024	654.99
JULY	31, 2024	779.61

2023 699061 0000056956 6

RETURN TOP PORTION WITH PAYMENT, THANK YOU

UNITED I.S.D. 2023 TAX STATEMENT

PERSONAL	71,358	0	0	71,358	699061
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IUN	UNITED ISD	71,358	71,358	0,798170	569.56
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SCHOOL DISTRICT M&O/DEBT RATE INFORMATION

TAXING UNIT	M&O 2023	DEBT 2023	M&O 2022	DEBT 2022
IUN	0.669200	0.128970	0.854600	0.167940

AGENT-10140497

Total Property Taxes: 569.56

IMPORTANT TAX INFORMATION, PLEASE READ.

ON FEBRUARY 1, 2024 UNPAID 2023 PERSONAL PROPERTY TAXES WILL BE REVERSED AND THE COUNTY COLLECTOR WILL FILE A COLLECTION SUIT. IF YOU HAVE A LAWSUIT HAS BEEN FILED ON PENDING YEAR TAXES AND THE COUNTY HAS BEEN REVERSED ON FEBRUARY 1, 2024 COLLECTION FEE WILL BE IMPOSED PURSUANT TO THE COUNTY COLLECTOR'S ORDER. UNPAID PAYMENTS ARE APPLIED ACCORDING TO U.S. POSTAL SERVICE POLICY. PAYMENT WILL BE REVERSED ON ALL CHECKS RETURNED BY THE OWNER. A STOP ORDER WILL BE APPLIED.

ON FEBRUARY 1, 2024 ALL UNPAID 2023 TAXES BECOME DELINQUENT

PERSONAL PROPERTY FURN FIX EQUIP @121 RANCH RD 6086C @SOUTHTEXAS END PARK RP#900-00001-046 (IMP ONLY)

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMEHEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY EXEMPTION YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. (IMP 156 310.05)

71,358	71,358
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801-12011-117

121 RANCH RD LAREDO 78043

Monica Madrigal, RTA  
 United I.S.D. Tax Office  
 3501 E. Saunders  
 Laredo, Texas 78041  
 (956) 473-7900

PROPERTY WITH AN OVER 67 MONTH OLD EXEMPTION, DISABLED HOMEHEAD EXEMPTION AND VETERAN OR HOMESTEAD CLAIMS FOR QUARTERLY PAYMENTS, TO AVOID PENALTY AND INTEREST, PAYMENTS MUST BE RECEIVED ON THE 15TH OF THE MONTH.

1st Payment	2nd Payment	3rd Payment	4th Payment
JAN 31st	MARCH 31st	MAY 31st	JUL 31st

OCTOBER	31, 2023	569.56
NOVEMBER	30, 2023	569.56
DECEMBER	31, 2023	569.56
JANUARY	31, 2024	569.56
FEBRUARY	29, 2024	609.43
MARCH	31, 2024	620.82
APRIL	30, 2024	632.21
MAY	31, 2024	643.60
JUNE	30, 2024	654.99
JULY	31, 2024	779.61

PENALTY & INTEREST WILL BE IMPOSED AT THE FOLLOWING STATUTORY RATES:  
 FEB 7% | MAR 8% | APR 11% | MAY 13% | JUNE 16% | JULY 19%

IF YOU ARE AN ELIGIBLE COLLECTOR FOR AGRICULTURE OR BUSINESS WILL BE REVERSED IF YOU HAVE NOT PAID IN FULL BY JANUARY 31st 2024.

IF YOU ARE AN ELIGIBLE COLLECTOR FOR AGRICULTURE OR BUSINESS WILL BE REVERSED IF YOU HAVE NOT PAID IN FULL BY JANUARY 31st 2024.

Taxing Unit Code and Description:  
IUN - UNITED ISD

**Five Year Tax History** Parcel ID: 801-12011-117

Disclaimer: This information is provided to the taxpayer Per Senate Bill 18 and House Bill 1984, amended subsection (c) and added subsection (c-1) to Section 31.01 of the Tax Code, enacted by the legislature of the State of Texas.

Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year	Tax Year	Tax Unit	Appraised Value	Taxable Value	Tax Rate	Tax Imposed	Tax Imposed Change From Previous Year	
2021	IUN	71,358	71,358	0.798170	569.56	-15.71 %	2022	IUN	68,517	68,517	1.022540	700.61	-40.88 %	
<b>Total</b>						569.56	<b>Total</b>						700.61	-40.88 %
2021	IUN	100,611	100,611	1.177800	1,185.00	8.15 %	2020	IUN	91,400	91,400	1.295840	1,091.74	-14.07 %	
<b>Total</b>						1,185.00	<b>Total</b>						1,091.74	-14.07 %
2019	IUN	106,370	106,370	1.196640	1,275.21	-15.76 %	2018	IUN	120,930	120,930	1.251723	1,513.71		
<b>Total</b>						1,275.21	<b>Total</b>						1,513.71	
Tax Unit	2023 Appraised Value	2018 Appraised Value	2023 Taxable Value	2018 Taxable Value	2023 Tax Rate	2018 Tax Rate	2023 Tax Imposed	2018 Tax Imposed	Five Year % of Change					
IUN	71,358	120,930	71,358	120,930	0.798170	1.251723	569.56	1,513.71	Appraised Value	Taxable Value	Tax Rate	Tax Imposed		
									-40.99 %	-40.99 %	-36.23 %	-62.37 %		
<b>Total</b>								569.56	1,513.71				-62.37 %	

**\* This is a Provisional Tax Bill \***

If the Texas Legislature had not enacted property tax relief legislation during the 2023 legislative session, your tax bill would have been \$645.91. Because of action by the Texas Legislature, your tax bill has been lowered by \$76.35, resulting in a lower tax bill of \$569.56, contingent on the approval by the voters at an election to be held November 7, 2023, of the constitutional amendment proposed by H.J.R. 2, 88th Legislature, 2nd Called Session, 2023. If that constitutional amendment is not approved by the voters at the election, a supplemental tax bill in the amount of \$0.00 will be mailed to you.