



**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

April 8, 2024

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension III

Dear Mr. Cooper,

This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing

Section II	ETNYRE Dispenser	Oil	Parts & Labor
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If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

<u>Cooper Equipment</u>	
Request a contract extension:	<input checked="" type="checkbox"/> Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name:	Matt Cooper
Date:	4/9/24



**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

April 8, 2024

Mr. Jeff Jackson  
Kinloch Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension III

Dear Mr. Jackson,

This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section V	Vactor Vacuum Body Truck	Parts & Labor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III  
Interim Purchasing Agent

Xc: Purchasing File

<u>Kinloch Equipment</u>	
Request a contract extension:	<input checked="checked" type="checkbox"/> X
Not request a contract extension: _____	
Authorized Signature:	
Print Name:	Jeff Jackson
Date:	4/8/24



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

May 16, 2023

Mr. Jeff Jackson  
Kinloch Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension II

Dear Mr. Jackson,

This is to inform you that the contract renewal for FY21-073 was approved by the City Council on May 15, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section IV	Vactor Vacuum Body Truck	Parts & Labor

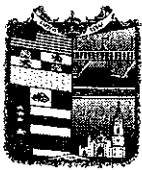
- ✓ As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). If there are any questions regarding this letter of award, please feel free to call me at (956) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



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

May 16, 2023

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension II

Dear Mr. Cooper,

This is to inform you that the contract renewal for FY21-073 was approved by the City Council on May 15, 2023. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Contract Pricing

	Vendor	Parts & Labor	Discount Offered	Mileage Rate
Section II	ETNYRE Oil Dispenser	\$ 150.00	0%	\$ 3.50

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

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel A. Pescador".

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-Regular****Meeting Date:** 05/15/2023**Initiated By:** Riazul Mia, Assistant City Manager**Initiated By:****Staff Source:** Ronald W. Miller, Fleet Director, Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew contract FY21-073 for asphalt maintenance and vacuum trucks OEM parts/services for the City's Fleet Department with the following vendors. This contract provides the Fleet Department with the ability to outsource and expedite needed services for the City's pothole patcher trucks and vacuum trucks for the Public Works & Utilities Departments. 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 and is contingent upon the availability of appropriated funds. This contract can be extended for one additional one year period, upon mutual agreement of the parties. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

Section	Description	Vendor	Location	Est. Dollar Amt
I IV	Bergkamp Equip. Vactor Vacuum Body	Kinloch Equipment	Pasadena, TX	\$70,000.00
II	ETNRYE Dispenser	Cooper Equipment	San Antonio, TX	\$40,000.00

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 8/1/2022.

**BACKGROUND**

This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for the city's pothole patcher and vacuum trucks. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for one, additional one year period.

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

**Current Contract Pricing:**

Section	Description	Kinloch Equipment
I	Bergkamp Patching Equipment	Cost Rate
	Discount Offered	0%
	Hourly/Labor Rate	\$ 120.00
	Mileage Rate	\$ 60.00
	Parts Delivery ( Working Days)	10
		Cooper Equipment
II	ETNYRE Oil Dispenser	Cost Rate
	Discount Offered	0%
	Hourly/Labor Rate	\$ 150.00
	Mileage Rate	\$3.50
	Parts Delivery ( Working Days)	
		Kinloch Equipment
IV	Vactor Vacuum Body	Cost Rate
	Discount Offered	0%
	Hourly/Labor Rate	\$ 120.00
	Mileage Rate	\$60.00
	Parts Delivery ( Working Days)	10

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

### **STAFF RECOMMENDATION**

It is recommended that these renewals be approved.

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#### **Fiscal Impact**

**Fiscal Year:** 2023  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 593-2810-533-2080  
**Change Order: Exceeds 25% Y/N:**

#### **FINANCIAL IMPACT:**

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

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#### **Attachments**

Bid Tab FY21-073  
Contracts FY21-073

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**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

May 2, 2023

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension II

Dear Mr. Cooper,

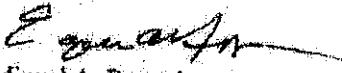
This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the second of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Section II	ETNYRE	Oil	Parts & Labor
	Dispenser		

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

  
Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

<u>Cooper Equipment</u>	
Request a contract extension:	<input checked="" type="checkbox"/> <u>X</u> Not request a contract extension: _____
Authorized Signature:	<u>Matt Cooper</u>
Print Name:	<u>Matt Cooper</u>
Date:	<u>5/3/23</u>

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





City of Laredo  
Purchasing Division  
RENEWAL NOTICE

May 2, 2023

Mr. Jeff Jackson  
Kirlock Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension II

Dear Mr. Jackson,

This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section V	Vactor Vacuum Body Truck	Parts & Labor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

<u>Kirlock Equipment</u>	
Request a contract extension:	<input checked="" type="checkbox"/> X
Not request a contract extension:	
Authorized Signature:	
Print Name:	Jeff Jackson
Date:	5/3/23



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

August 1, 2022

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension I

Dear Mr. Cooper,

This is to inform you that the contract renewal for FY21-073 was approved by the City Council on August 1, 2022. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

	Vendor	Parts & Labor	Discount Offered	Mileage Rate
Section II	ETNYRE Oil Dispenser	\$ 150.00	0%	\$ 3.50

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

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



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

August 1, 2022

Mr. Jeff Jackson  
Kinloch Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension I

Dear Mr. Jackson,

This is to inform you that the contract renewal for FY21-073 was approved by the City Council on August 1, 2022. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section V	Vactor Vacuum Body Truck	Parts & Labor

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 authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-Regular**

**Meeting Date:** 08/01/2022

**Initiated By:** Riazul Mia, Assistant City Manager

**Initiated By:**

**Staff Source:** Ronald W. Miller, Fleet Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to renew contract FY21-073 for asphalt maintenance and vacuum trucks OEM parts/services for the City's Fleet Department with the following vendors:

Section	Description	Vendor	Location	Est. Dollar Amt
I IV	Bergkamp Equip. Vactor Vacuum Body	Kinloch Equipment	Pasadena, TX	\$70,000.00
II	ETNRYE Dispenser	Cooper Equipment	San Antonio, TX	\$40,000.00

This contract provides the Fleet Department with the ability to outsource and expedite needed services for the City's pothole patcher trucks and vacuum trucks for the Public Works & Utilities Departments. Cooper Equipment is proposing a 19% increase due to an increase in labor and fuel costs. 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 extended for two (2) additional one (1) year periods, upon mutual agreement of the parties. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Maintenance Budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

Approved a one-year contract on 8/16/22.

**BACKGROUND**

This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for the city's pothole patcher and vacuum trucks. Cooper Equipment is proposing a 19% increase due to an increase in labor and fuel costs. This is the first of three extension periods.

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

Current Contract Pricing:

Section	Description	Kinloch Equipment	
I	Bergkamp Patching Equipment	Cost Rate	
	Discount Offered	0%	
	Hourly/Labor Rate	\$ 120.00	
	Mileage Rate	\$ 60.00	
	Parts Delivery ( Working Days)	10	
		Cooper Equipment	Cooper Equipment
II	ETNYRE Oil Dispenser	Current Cost Rate	Proposed New Rate
	Discount Offered	0%	0%
	Hourly/Labor Rate	\$ 135.00	\$ 150.00
	Mileage Rate	\$ 2.75	\$ 3.50
	Parts Delivery ( Working Days)		
		Kinloch Equipment	
IV	Vactor Vacuum Body	Cost Rate	
	Discount Offered	0%	
	Hourly/Labor Rate	\$ 120.00	
	Mileage Rate	\$ 60.00	
	Parts Delivery ( Working Days)	10	

A complete bid tabulation is attached.

**COMMITTEE RECOMMENDATION**

None.

**STAFF RECOMMENDATION**

It is recommended that these renewals be approved.

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**Fiscal Impact**

**Fiscal Year:** 2022  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 593-2810-533-2080  
**Change Order: Exceeds 25% Y/N:**

**FINANCIAL IMPACT:**

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

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**Attachments**

Bid Tab FY21-073  
FY21-073 Contracts

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**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

July 14, 2022

Mr. Jeff Jackson  
Kinloch Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension I

Dear Mr. Jackson,

This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section IV	Vactor Vacuum Body Truck	Parts & Labor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

<u>Kinloch Equipment</u>	
Request a contract extension: <u>X</u>	Not request a contract extension: _____
Authorized Signature: <u>[Signature]</u>	
Print Name: <u>Jeff Jackson</u>	
Date: <u>14 July 22</u>	



**City of Laredo**  
**Purchasing Division**  
**RENEWAL NOTICE**

July 14, 2022

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Extension I

Dear Mr. Cooper,

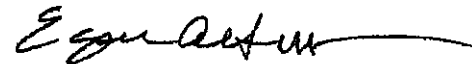
This is to inform you that contract FY21-073 which was approved by the City Council on August 16, 2021 is up for renewal. This is the first of three one-year extension periods. Please advise if you wish to renew this contract.

Contract Pricing

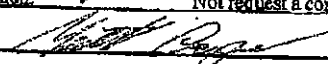
Section II	ETNYRE Dispenser	Oil	Parts & Labor
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If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

  
Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

<u>Cooper Equipment</u>	
Request a contract extension:	<input checked="checked" type="checkbox"/>
Not request a contract extension:	<input type="checkbox"/>
Authorized Signature:	
Print Name:	Matt Cooper
Date:	7/15/22





## EQUIPMENT COMPANY

5210 N. Loop 1604 E  
San Antonio, Tx. 78247  
Ph: (210) 657-5151  
Fax: (210) 657-5871

201 Commerce Blvd  
Georgetown, TX 78626  
Ph: (512) 930-5151  
Fax: (210) 657-5871

July 15, 2022

To Whom It May Concern,

As Cooper Equipment Co. attempts to mitigate cost increases to our customers, we find it necessary to increase our labor rate in response to rising inflation and the supply/demand of the labor market.

As a result, Cooper Equipment requests an increase to the contracted amount of \$135.00/hr. to \$150.00/hr. for contract FY21-073 regarding services performed on Etnyre products owned by the City of Laredo.

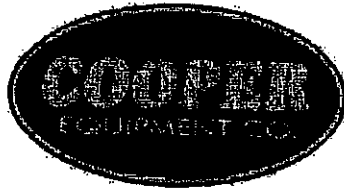
Additionally, Cooper Equipment would like to increase the mileage rate from \$2.75 to \$3.50 due to the increasing fuel costs associated with travel.

Cooper Equipment Co. believes these cost increases are in line within the industry and are offered to the City of Laredo below our posted rates (attached.)

Cooper Equipment thanks you for your business and our continued relationship.

Best Regards,

Matt Cooper  
President  
Cooper Equipment Company



5210 N. Loop 1604 E San Antonio, Texas 78247  
201 Commerce Blvd Georgetown, Texas 78626  
Phone (210) 657-5151 Fax (210) 657-5871  
Phone (512) 930-5151

6/30/2022

## NOTICE OF LABOR RATE CHANGE

Effective July 1, 2022 the following service labor rates will apply to the all dealer products sold by Cooper Equipment Company:

SHOP SERVICE LABOR	\$ 165 / HOUR
FIELD SERVICE LABOR	\$ 175 / HOUR
OVERTIME SERVICE LABOR	\$ 195 / HOUR
WELDING LABOR	\$ 170 / HOUR
ENVIRONMENTAL / ACCESSORIES	10 % OF TOTAL LABOR CHARGE
TRAVEL MILEAGE (UNDER 150 MILES)	\$ 4.50 / PER MILE
TRAVEL MILEAGE (OVER 150 MILES)	\$ 3.75 / PER MILE
TRAVEL LABOR	# OF MILES / 60 X \$ 130 / Travel Hours

Any work that we elect to perform on equipment purchased outside of Cooper Equipment will be charged \$195 / HOUR shop labor rate.

Cooper Equipment Co is a full service distributorship dedicated to providing superior product support. Any equipment not purchased from Cooper Equipment should be serviced by the at dealer.



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

August 17, 2021

Mr. Jeff Jackson  
Kinloch Equipment  
3320 Pasadena Boulevard  
Pasadena, Texas 77503

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Approved by City Council August 16, 2021

Dear Mr. Jackson,

This is to inform you that contract FY21-073 was approved by the City Council on August 16, 2021. The term of this contract shall be for a period of one year. This contract has three one-year extension periods.

Contract Pricing

Section I	Bergkamp Patching Equipment	Parts & Labor
Section IV	Vactor Vacuum Body Truck	Parts & Labor

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 copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us). If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File



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

August 17, 2021

Mr. Matt Cooper  
Cooper Equipment  
5210 North Loop 1604  
San Antonio, Texas 78247

Re: FY21-073  
Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service  
Approved by City Council August 16, 2021

Dear Mr. Cooper,

This is to inform you that contract FY21-073 was approved by the City Council on August 16, 2021. The term of this contract shall be for a period of one year. This contract has three one-year extension periods.

Contract Pricing

Section II	ETNYRE Oil Dispenser	Parts & Labor
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**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 copy to [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us) If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador  
Purchasing Agent

Xc: Purchasing File

**City Council-New Icons**

**Meeting Date:** 08/16/2021

**Initiated By:** Riazul Mia, Assistant City Manager

**Initiated By:**

**Staff Source:** Ronald W. Miller, Fleet Director, Miguel A. Pescador, Purchasing Agent

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**SUBJECT**

Consideration to award contract FY21-073 for asphalt maintenance and vacuum trucks OEM parts/services for the City's Fleet Department to the following bidders:

Section	Description	Vendor	Location	Est. Dollar Amt
I V	Bergkamp Equip. Vactor Vacuum Body	Kinloch Equipment	Pasadena, TX	\$80,000.00
II	ETNRYE Dispenser	Cooper Equipment	San Antonio, TX	\$50,000.00

This contract provides the Fleet Department with the ability to outsource and expedite needed services for the City's pothole patcher trucks and vacuum trucks for the Public Works & Utilities Departments. 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 has three (3) extension periods. All parts and services will be secured on an as-needed basis. Funding is available in the Fleet Maintenance budget.

**VENDOR INFORMATION FOR COMMITTEE AGENDA**

None.

**PREVIOUS COUNCIL ACTION**

None.

**BACKGROUND**

The City received three (3) bids through Cit-E-Bid for awarding an annual service and supplies contract for the purchase of parts/service for the City's Fleet Division. This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for the city's pothole patcher and vacuum trucks. This contract has three extension periods.

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

Bid Summary:

Section	Description	Cooper Equipment	Kinloch Equipment
I	Bergkamp Patching Equipment	Cost Rate	Cost Rate
	Discount Offered	No Bid	0%
	Hourly/Labor Rate		\$ 120.00
	Mileage Rate		\$ 60.00
	Parts Delivery ( Working Days)		10
II	ETNYRE Oil Dispenser	Cost Rate	Cost Rate
	Discount Offered	0%	No Bid
	Hourly/Labor Rate	\$ 135.00	
	Mileage Rate	\$ 2.75	
	Parts Delivery ( Working Days)		
III	Camel Vacuum Body	Cost Rate	Cost Rate
	Discount Offered	No Bid	No Bid
	Hourly/Labor Rate		
	Mileage Rate		

	Parts Delivery ( Working Days)		
IV	Vactor Vacuum Body	Cost Rate	Cost Rate
	Discount Offered	No Bid	0%
	Hourly/Labor Rate		\$ 120.00
	Mileage Rate		\$ 60.00
	Parts Delivery ( Working Days)		10
	Section Award Recommendation	Section II	Section I & V
		Parts & Labor	Parts & Labor

A complete bid tabulation is attached.

#### COMMITTEE RECOMMENDATION

None.

#### STAFF RECOMMENDATION

It is recommended that these contracts be approved.

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#### Fiscal Impact

**Fiscal Year:** 2021  
**Budgeted Y/N?:** Yes  
**Source of Funds:** Fleet Maintenance Fund  
**Account #:** 593-2810-533-2080  
**Change Order: Exceeds 25% Y/N:**

#### FINANCIAL IMPACT:

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

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#### Attachments

Bid Tab FY21-0173  
 Contract FY21-073

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## cooper equipment company information

Contact: matt cooper  
Address: 5210 n loop 1604 e  
san antonio, TX 78247  
Phone: (210) 657-5151  
Email: mattc@cooperequip.com  
Web Address: www.cooperequip.com

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

Tiffany L. Franklin on behalf of Cooper Equipment Co.

Signature

mattc@cooperequip.com

Email

Submitted at 6/17/2021 3:30:00 PM

## Response Attachments

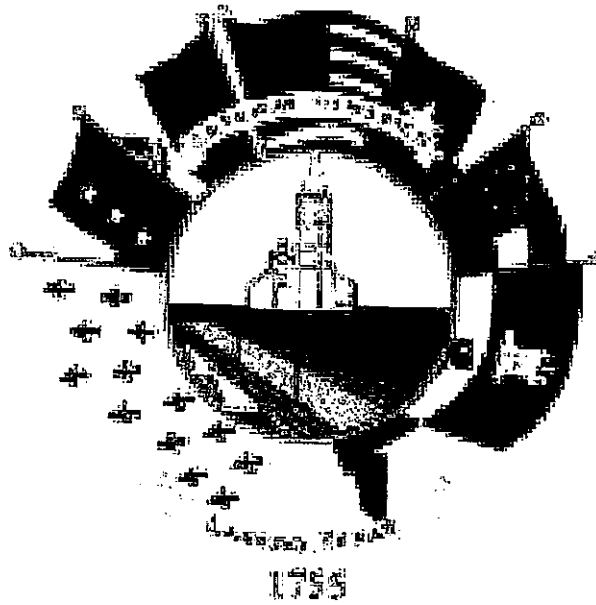
cooper equip co fy21-073 manual bid response.pdf

Manual bid response from Cooper Equipment Company for FY21-073

## Bid Attributes

1	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Cooper Equipment Company; Matthew Cooper, 210-657-5151
3	<b>State how long under has the business been in its present business name</b> 60 years
4	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> [blank]
5	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.





**FY21-073**  
**cooper equipment company**  
**Supplier Response**

**Event Information**

Number: FY21-073  
Title: FY21-073 Asphalt Maintenance Equipment & Vacuum Truck  
Equipment OEM Parts/Service  
Type: Request For Bid  
Issue Date: 5/25/2021  
Deadline: 6/17/2021 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

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

1. Please make sure that the bid is in a sealed envelope marked with the following:

• Name of Bid

•Name      Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III

Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue

Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

## cooper equipment company Information

Contact: matt cooper  
Address: 5210 n loop 1604 e  
san antonio, TX 78247  
Phone: (210) 657-5151  
Email: mattc@cooperequip.com  
Web Address: www.cooperequip.com

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

Tiffany L. Franklin on behalf of Cooper Equipment Co.

mattc@cooperequip.com

Signature

Email

Submitted at 6/17/2021 3:30:00 PM

## Response Attachments

cooper equip co fy21-073 manual bid response.pdf

Manual bid response from Cooper Equipment Company for FY21-073

## Bid Attributes

1	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Cooper Equipment Company; Matthew Cooper; 210-657-5151
3	<b>State how long under has the business been in its present business name</b> 60 years
4	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> [blank]
5	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

**6 Questions Part 1**

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

No to all

**7 Questions Part 2**

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

No to all

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

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

**10 Conflict of Interest Questionnaire Form CIQ**

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

**11 Conflict of Interest Questionnaire**

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

Yes

1 2	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	<b>This Is a</b> <div style="border: 1px solid black; padding: 2px; width: 100%;">New Submission</div>
1 4	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px; width: 100%;">Matthew J. Cooper</div>
1 5	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px; width: 100%;">           a) Asphalt Maintenance Equipment &amp; Vacuum Truck Equipment OEM Parts/Service            b) Fleet Department FY21-073         </div>
1 6	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <div style="border: 1px solid black; padding: 2px; width: 100%;">Cooper Equipment Company</div>
1 7	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b> <div style="border: 1px solid black; padding: 2px; width: 100%;">Not Applicable</div>
1 8	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px; width: 100%;">No response</div>
1 9	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <div style="border: 1px solid black; padding: 2px; width: 100%;">Not Applicable</div>
2 0	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; width: 100%;">No response</div>
2 1	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <div style="border: 1px solid black; padding: 2px; width: 100%;">Not Applicable</div>
2 2	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px; width: 100%;">No response</div>

<b>23</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>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 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)</p> <p><input type="text" value="Not Applicable"/></p>
<b>24</b>	<p><b>Question 7. Disclosure of political contributions</b></p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="No response"/></p>
<b>25</b>	<p><b>Updates on contributions required</b></p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
<b>26</b>	<p><b>Question 8. Disclosure of Conflict of Interest</b></p> <p>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?</p> <p><input type="text" value="I am not aware of any conflict of interest"/></p>
<b>27</b>	<p><b>8. Disclosure of Conflict of Interest</b></p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <p><input type="text" value="No response"/></p>
<b>28</b>	<p><b>Question 9. Updates Required</b></p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
<b>29</b>	<p><b>Question 10. No Contract with City Officials or Staff during Contract Evaluation</b></p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
<b>30</b>	<p><b>Question 11. Conflict of Interest Questionnaire (CIQ)</b></p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)</p>

3  
1

**Question 11. Oath**

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

Matthew Cooper  
District Manager  
Cooper Equipment Company  
6/16/21

3  
2

**Question 12. Oath**

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

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

3  
3

**Terms and Conditions for Request for Bids**

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to 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.

(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, or facsimile bids will not be considered.**

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

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **8.0 BIDDER DISCOUNTS**

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

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

**9.0 INTENT OF CONTRACT 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 by sections to the lowest responsive bidder or bidder, and on the criteria listed in the request for bid document, in accordance to the provisions of Chapters 252



and 271 of the State of Texas - Local Government Code.

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

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

(d) 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.

#### 11.0 PAYMENT & INVOICING

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

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

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

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

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

#### 3 Ordinance 2018-O-175

4

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

No response

### Bid Lines

#### 1 Package Header

Section I: Bergkamp Patching Equipment OEM Captive New Parts/Service

Quantity: 1 UOM: EA

Total: \$0.00

#### Package Items

##### 1.1 Percent of Discount Offered

Quantity: 1 UOM: Percent of Discount Offered

Total: 0%

Manufacturer: John Deere OEM Parts

**1.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: \$0.00 Total: \$0.00**1.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: \$0.00 Total: \$0.00**1.4 Parts will be delivered within**            **working days after receipt of order.**Quantity: 1 UOM: Parts Delivery (Working Days) Price: \$0.00 Total: \$0.00**2 Package Header****Section II: ETNYRE (Oil Dispenser) OEM Captive New Parts/Service**Quantity: 1 UOM: EA Total: \$137.75**Package Items****2.1 Percent of Discount Offered**Quantity: 1 UOM: Percent of Discount Offered Total: 0%Manufacturer: John Deere OEM Parts**2.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: \$135.00 Total: \$135.00**2.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: \$2.75 Total: \$2.75**2.4 Parts will be delivered within**            **working days after receipt of order.**Quantity: 1 UOM: Parts Delivery (Working Days) Price: No response Total: No responseSupplier Notes: If customer elects, customer may expedite delivery for additional freight charges**3 Package Header****Section III: Camel Vacuum Body OEM Captive New Parts/Service**Quantity: 1 UOM: EA Total: \$0.00**Package Items****3.1 Percent of Discount Offered**Quantity: 1 UOM: Percent of Discount Offered Total: 0%Manufacturer: John Deere OEM Parts**3.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: \$0.00 Total: \$0.00**3.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: \$0.00 Total: \$0.00**3.4 Parts will be delivered within**            **working days after receipt of order.**Quantity: 1 UOM: Parts Delivery (Working Days) Price: \$0.00 Total: \$0.00**4 Package Header****Section IV: Vactor Vacuum Body OEM Captive New Parts/Service**

Quantity: 1 UOM: EA

Total: \$0.00

**Package Items**

**4.1 Percent of Discount Offered**

Quantity: 1 UOM: Percent of Discount Offered

Total: 0%

Manufacturer: John Deere OEM Parts

**4.2 Labor Rate for Services (Per Hour)**

Quantity: 1 UOM: Labor Rate/Hour

Price: \$0.00

Total: \$0.00

**4.3 Mileage Rate**

Quantity: 1 UOM: Mileage Rate

Price: \$0.00

Total: \$0.00

**4.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.**

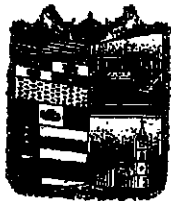
Quantity: 1 UOM: Parts Delivery (Working Days)

Price: \$0.00

Total: \$0.00

**Response Total: \$137.75**

CITY OF LAREDO  
PURCHASING DIVISION



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

#2

**ASPHALT MAINTENANCE EQUIPMENT & VACUUM TRUCK EQUIPEMT  
OEM PARTS/SERVICE  
FLEET DEPARTMENT**

**Public Notice**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and repair service for the city's asphalt maintenance equipment and vacuum truck equipment 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 June 17, 2021; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 18, 2021.

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

**Bid: Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service – Fleet Department  
FY21-073**

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.

**MANUAL BID DROP-OFF PROCEDURES**

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

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

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

City Secretary's Office

CITY OF LAREDO  
PURCHASING DIVISION



**City of Laredo  
Purchasing Division**

**Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding annual contracts for the supply of OEM captive parts and repair service for the city's asphalt maintenance equipment and vacuum truck equipment 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 June 17, 2021 and all bids received will be opened and read publicly on June 18, 2021 at 10:00 AM.

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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 25<sup>th</sup> DAY OF MAY 2021.

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

**2.0 DESCRIPTION OF SUPPLIES**

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

**3.0 SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS**

The City may reject a bid if:

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

**CITY OF LAREDO  
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

**5.0 WITHDRAWAL OF BIDS**

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

**6.0 LATE BIDS OR MODIFICATIONS**

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

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

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

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

All protests must be duly submitted via Certified Mail to:

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

**8.0 BIDDER DISCOUNTS**

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

**9.0 INTENT OF CONTRACT**

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO  
PURCHASING DIVISION**

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 by sections to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) 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.

**11.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:  
Jorge J. Jolly, Accounts Payable Manager



CITY OF LAREDO  
PURCHASING DIVISION

956-791-7328

[jjolly@ci.laredo.tx.us](mailto:jjolly@ci.laredo.tx.us)

1110 Houston St. Laredo, TX 78040

**12.0 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 Contractor obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

**CITY OF LAREDO  
PURCHASING DIVISION**

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

(k) 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.

**13.0 CONTRACT REQUIREMENTS**

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

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

**13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

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

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

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham 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.

**13.4 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\*\***

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

Conflict of Interest Disclosure:

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

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

Certificate of Interested Parties (Form 1295)

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

**CITY OF LAREDO  
PURCHASING DIVISION**

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

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

14.0

**DISQUALIFICATION & DEBARMENT CERTIFICATION**

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

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

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

CITY OF LAREDO  
PURCHASING DIVISION

**Formal Invitation for Bids**  
**Asphalt Maintenance Equipment & Vacuum Truck Equipment**  
**OEM Parts/Service**

**15.0 Scope of Work**

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for the supply of OEM captive parts and repair service for the city's asphalt maintenance equipment and vacuum truck equipment 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.lonwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, June 1, 2021 at 2:05 PM to: Email: [caldape@ci.laredo.tx.us](mailto:caldape@ci.laredo.tx.us)

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	<a href="mailto:rmiller@ci.laredo.tx.us">rmiller@ci.laredo.tx.us</a>

**15.0 General Conditions**

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

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

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

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

**16.0 General Requirements**

16.1 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 equipment may be picked up.

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

16.3 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.

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

16.5 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 pickup or delivery of any equipment.

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- 16.6 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.
- 16.7 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).
- 16.8 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. 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.
- 16.9 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.
- 16.10 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.11 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.
- 17.0 Specifications**
- 17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.
- 17.3 Invoices:
- 17.3.1 Must be legible and reference a valid purchase order number.
- 17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.4 City of Laredo personnel may pickup parts from Contractor's facility.
- 17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

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- 17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

- 17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

**18.0 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.

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

**19.0 Award of Contract**

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

**19.1 Disclosure of Interested Parties**

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

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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.

**20.0 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 [mpescador@ci.laredo.tx.us](mailto:mpescador@ci.laredo.tx.us)

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

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

**Tab A - Company Information Questionnaire**

**Tab B - Signed Price Schedule**

**Tab C - Conflict of Interest Questionnaire**

**Tab D - Non-Collusive Affidavit**

**Tab E - Discretionary Contract Disclosure**

**Tab F - Certificate of Interested Parties (Form 1295)**

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22.0 Tab A - 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) Cooper Equipment Company

Signature Matthew Cooper  
of person authorized to sign bid

Date 6/16/21

Print Name Matthew Cooper  
of person authorized to sign bid

Title: District Manager

Business Address: 5210 N. Loop 1604 E.

City, State, Zip Code: San Antonio, TX, 78247

Telephone Number: 210-657-5151

Fax Number: 210-657-5871

Contact Person Email Address: Matthew.Cooper@cooper-equip.com

Federal Tax ID Number: 74-1403310

Bidders Principal/Corporate Place of Business Address: 5210 N. Loop 1604 E. San Antonio, TX, 78247

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

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

State how long under its present business name: 60 years

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

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



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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*

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23.0 Tab B Price Schedule

23.1 Section I: Bergkamp Patching Equipment Captive New Parts/Service

Percent of discount offered	_____ %
Product Identification (Mfr.)	_____
Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Mile

23.1.1 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

23.2 Section II: ETNYRE (Oil Dispenser) Captive New Parts/Service

Percent of discount offered	<u>0</u> %
Product Identification (Mfr.)	<u>Etnyre</u>
Labor Rate for Services	\$ <u>135</u> Per Hour
Mileage Rate (if any)	\$ <u>2.75</u> Per Mile

23.2.1 Parts will be delivered within 3-45 working days after receipt of order.

*\* If customer elects, customer may expedite delivery  
for additional freight charges \**

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23.3 Section III: Camel Vacuum Body Captive New Parts/Service

Percent of discount offered	_____ %
Product identification (Mfr.)	_____
Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Mile

23.3.1 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

23.4 Section IV: Vector Vacuum Body Captive New Parts/Service

Percent of discount offered	_____ %
Product identification (Mfr.)	_____
Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Mile

23.4.1 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

Company Name: Cooper Equipment Company

Owner/President Name: George Cooper

Company Address: 5210 N. Loop 1604 E.

City, State, Zip Code: San Antonio, Texas, 78247

Company Authorized Representative's Signature: Matthew Cooper

Company Representative's Name: Matthew Cooper

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

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**24.0    Tab C- Conflict of Interest Disclosure**

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

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

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

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

Matthew Cooper  
Name

Matthew Cooper  
Signature

6/16/21  
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. 1481, 80th Leg., Regular Session.

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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25.0 Tab D

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 Matthew Croger  
(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.

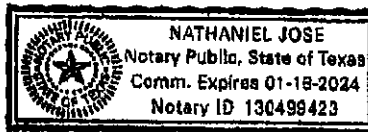
Matthew Croger  
Signature of:  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 16 day of June 2021.

Nathaniel Jose  
Notary Public

My commission expires:

01-18-2024



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26.0 Tab E



City of Laredo  
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 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.

<u>Matthew</u>	<u>J</u>	<u>Cooper</u>	
First	M.I.	Last	Suffix

\*2. Contract Information.

a) Contract or Project name(s): Asphalt Maintenance Equipment + Vacuum Truck Equipment  
OEM parts/service

b) Originating Department(s): Fleet Department FY21-077

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

<u>Cooper Equipment Company</u>	<u>Matthew Cooper</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



**CITY OF LAREDO  
PURCHASING DIVISION**

by these city officials?

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

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

**\*Acknowledgements**

☒ **Updates Required**

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

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

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

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

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

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

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

**\*Oath**

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

Matthew Cooper  
Name (Print)

Matthew Cooper  
Signature

Distrit Manager  
Title

Cooper Equipment Company  
Company or DBA

4/16/21  
Date

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

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

CITY OF LAREDO  
PURCHASING DIVISION

**27.0 Tab F – Certificate of Interested Parties (Form 1295)**

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

**Implementation of House Bill 1295**

**27.1 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.

**27.2 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</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																						
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																						
<b>3</b> 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>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>			Controlling	Intermediary																
Controlling	Intermediary																					
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																						
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																						
<div style="text-align: right; margin-bottom: 10px;">           _____            Signature of authorized agent of contracting business entity         </div> <div style="margin-bottom: 10px;">           AFFIX NOTARY STAMP / SEAL ABOVE         </div> <div style="margin-bottom: 10px;">           Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>																						
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																						

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Adopted 10/5/2015

**CITY OF LAREDO  
PURCHASING DIVISION**

**28.0 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 June 17, 2021; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 18, 2021.

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

**Bid: Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service – Fleet Department  
FY21-073**

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

[illegible]



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2021

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).

<b>PRODUCER</b> Sentry Insurance 1800 North Point Drive Savannah, GA 31401	<b>CONTACT NAME:</b> Sentry Customer Service <b>PHONE:</b> (A/C. No. Ext): 800-478-8879 <b>FAX:</b> (A/C. No.): 800-514-7191 <b>EMAIL:</b> businessproducts_direct@sentry.com <b>ADDRESS:</b> businessproducts_direct@sentry.com												
<b>INSURED</b> Cooper Equipment Company 5210 N Loop 1804 E San Antonio, TX 78247-5316	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: Sentry Select Insurance Company</td><td>NAIC #</td></tr><tr><td>INSURER B: Sentry Insurance a Mutual Company</td><td>24688</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Sentry Select Insurance Company	NAIC #	INSURER B: Sentry Insurance a Mutual Company	24688	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Sentry Select Insurance Company	NAIC #												
INSURER B: Sentry Insurance a Mutual Company	24688												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

**COVERAGES**

CERTIFICATE NUMBER: 2236822

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.

INSURANCE TYPE	TYPE OF INSURANCE	APPL. SUBR. WAIV.	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"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER		2539650004	01/01/2021	01/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Each occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 3,000,000																			
PRODUCTS - COMP/OP AGG	\$ 3,000,000																			
	\$																			
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		2539650005	01/01/2021	01/01/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Each accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		2539650006	01/01/2021	01/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 12,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 12,000,000</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 12,000,000	PRODUCTS - COMP/OP AGG	\$ 12,000,000								
EACH OCCURRENCE	\$ 4,000,000																			
AGGREGATE	\$ 12,000,000																			
PRODUCTS - COMP/OP AGG	\$ 12,000,000																			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	2539650009	01/01/2021	01/01/2022	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 500,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																			
E.L. DISEASE - POLICY LIMIT	\$ 500,000																			

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, TX 78043-9900**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

*John Heyland*

ACORD 25 (2016/03)

2539650

Sentry Select Insurance Company

1 00001 0000000000 21187 0 N

Page 1 of 2

The ACORD name and logo are registered marks of ACORD

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06/16/2021



AGENCY CUSTOMER ID: X000003310

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY James Scribner		NAMED INSURED Cooper Equipment Company
POLICY NUMBER 2530650004		
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 01/01/2021

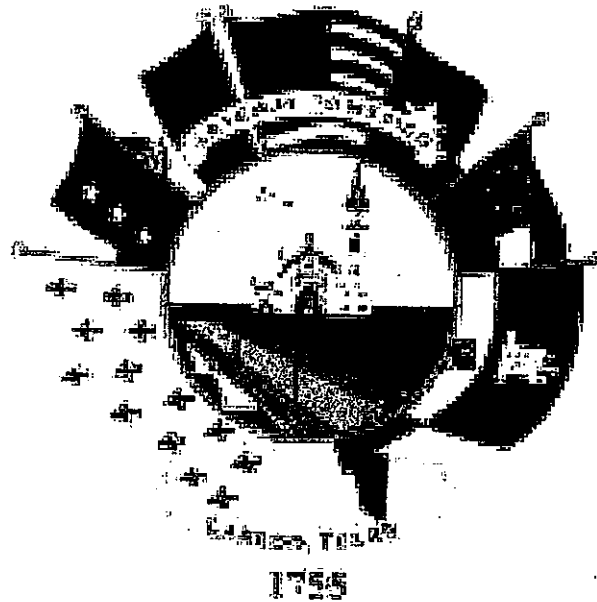
**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

REC'D CITY SEC OFF  
JUN 17 '21 PM 3:32





**FY21-073**

**Kinloch Equipment & Supply, Inc**  
**Kinloch Equipment & Supply, Inc**  
**Supplier Response**

**Event Information**

Number: FY21-073  
Title: FY21-073 Asphalt Maintenance Equipment & Vacuum Truck  
Equipment OEM Parts/Service  
Type: Request For Bid  
Issue Date: 5/25/2021  
Deadline: 6/17/2021 05:00 PM (CT)  
Notes: MANUAL BID DROP-OFF PROCEDURES

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

1. Please make sure that the bid is in a sealed envelope marked with the following:

•Name      Bid

•Name of Company submitting Bid

•Address of Company submitting Bid

1.Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.

2.If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

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

City Secretary's Office

### **Contact Information**

Contact: Enrique Aldape III

Address: Purchasing Division  
Public Works Service Center  
5512 Thomas Avenue  
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

## Kinloch Equipment & Supply, Inc Information

Contact: Jeff Jackson  
Address: 3320 Pasadena Blvd  
Pasadena, TX 77503  
Phone: (713) 473-6213  
Email: jeffjackson@kinlochequip.com  
Web Address: www.kinlochequip.com

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

Jeff Jackson

Signature

Submitted at 6/10/2021 2:34:38 PM

jeffjackson@kinlochequip.com

Email

## Response Attachments

CCF\_000045.pdf

bid paperwork

## Bid Attributes

1	<b>Questionnaire Description</b> "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	<b>Name of Offeror (Business) and Name &amp; Phone Number of Authorized Person to sign bid</b> Kinloch Equipment & Supply, Inc/ Jeff Jackson, Operations manager/ 713-473-6213
3	<b>State how long under has the business been in its present business name</b> 27
4	<b>If applicable, list all other names under which the Business identified above operated in the last five years</b> none
5	<b>State if the Company is a certified minority business enterprise</b> The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

**6 Questions Part 1**

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

no

**7 Questions Part 2**

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

no

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

**9 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to 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%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

**1 Conflict of Interest Questionnaire Form CIQ**

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

**1 Conflict of Interest Questionnaire**

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

Yes

1 2	<b>Disclosure Form</b> For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	<b>This is a</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">New Submission</div>
1 4	<b>Question 1. Name of person submitting this disclosure form</b> Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px;">Jeff Jackson</div>
1 5	<b>Question 2. Contract Information</b> Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px;">Asphalt Maintenance Equipment &amp; Vacuum Truck Equipment OEM Parts/Service, Fleet Department</div>
1 6	<b>Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)</b> <div style="border: 1px solid black; padding: 2px;">Kinloch Equipment &amp; Supply, Inc</div>
1 7	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b> <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
1 8	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px;">No response</div>
1 9	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
2 0	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px;">No response</div>
2 1	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
2 2	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px;">No response</div>

23

**Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner 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 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

24

**Question 7. Disclosure of political contributions**

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

No response

25

**Updates on contributions required**

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

26

**Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27

**8. Disclosure of Conflict of Interest**

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

No response

28

**Question 9. Updates Required**

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

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

29

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

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

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

30

**Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☒ I have acknowledged that I have been advised (I have acknowledged that I have been advised)

3  
1**Question 11. Oath**

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

Kinloch Equipment & Supply, Inc, Jeff Jackson, Operations Manager, 6/10/21

3  
2**Question 12. Oath**

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

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

3  
3**Terms and Conditions for Request for Bids**

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to 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 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.

(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, or facsimile bids will not be considered.**

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

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

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

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

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

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

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

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including

state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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

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

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

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

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

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

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

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

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

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

#### **8.0 BIDDER DISCOUNTS**

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

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

**9.0 INTENT OF CONTRACT 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 by sections to the lowest responsive bidder or bidder, and on the criteria listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

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



Laredo specifications.

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

(d) 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.

#### 11.0 PAYMENT & INVOICING

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

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

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

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

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

#### 3 Ordinance 2018-O-175

4

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

No response

### Bid Lines

#### 1 Package Header

Section I: Bergkamp Patching Equipment OEM Captive New Parts/Service

Quantity: 1 UOM: EA

Total: \$180.00

#### Package Items

##### 1.1 Percent of Discount Offered

Quantity: 1 UOM: Percent of Discount Offered

Total: 0%

Manufacturer: John Deere OEM Parts

##### 1.2 Labor Rate for Services (Per Hour)

Quantity: 1 UOM: Labor Rate/Hour

Price: \$120.00

Total: \$120.00

**1.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: \$60.00 Total: \$60.00Supplier Notes: our rate is \$60/hr**1.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.**Quantity: 1 UOM: Days Price: \$10.00 Total: \$10.00**2 Package Header**

Section II: ETNYRE (Oil Dispenser) OEM Captive New Parts/Service

Quantity: 1 UOM: EA Total: No response**Package Items****2.1 Percent of Discount Offered**Quantity: 1 UOM: Percent of Discount Offered Total: No responseManufacturer: John Deere OEM Parts**2.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: No response Total: No response**2.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: No response Total: No response**2.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.**Quantity: 1 UOM: Days Price: No response Total: No response**3 Package Header**

Section III: Camel Vacuum Body OEM Captive New Parts/Service

Quantity: 1 UOM: EA Total: No response**Package Items****3.1 Percent of Discount Offered**Quantity: 1 UOM: Percent of Discount Offered Total: No responseManufacturer: John Deere OEM Parts**3.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: No response Total: No response**3.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: No response Total: No response**3.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.**Quantity: 1 UOM: Days Price: No response Total: No response**4 Package Header**

Section IV: Vactor Vacuum Body OEM Captive New Parts/Service

Quantity: 1 UOM: EA Total: \$190.00

**Package Items****4.1 Percent of Discount Offered**Quantity: 1 UOM: Percent of Discount Offered Total: 0%Manufacturer: John Deere OEM Parts**4.2 Labor Rate for Services (Per Hour)**Quantity: 1 UOM: Labor Rate/Hour Price: \$120.00 Total: \$120.00**4.3 Mileage Rate**Quantity: 1 UOM: Mileage Rate Price: \$60.00 Total: \$60.00Supplier Notes: our rate is \$60/h**4.4 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.**Quantity: 1 UOM: Parts Delivery (Working Days) Price: \$10.00 Total: \$10.00**Response Total: \$380.00**

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22.0 **Tab A - 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) Kinloch Equipment & Supply, Inc.

Signature [Signature] Date 6/2/21  
of person authorized to sign bid

Print Name Jeff Jackson  
of person authorized to sign bid

Title: Operations Manager

Business Address: 3320 Pasadena Blvd

City, State, Zip Code: Pasadena, TX 77503

Telephone Number: 713-473-6213 Fax Number: 713-473-7658

Contact Person Email Address: jeff.jackson@kinlochequip.com

Federal Tax ID Number: 760600707

Bidders Principal/Corporate Place of Business Address: 3320 Pasadena Blvd Pasadena, TX 77503

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

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

State how long under its present business name: 27 years

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

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

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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*

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**23.0 Tab B Price Schedule**

**23.1 Section I: Bergkamp Patching Equipment Captive New Parts/Service**

Percent of discount offered	<u>0</u> %
Product identification (Mfr.)	<u>Bergkamp</u>
Labor Rate for Services	\$ <u>120</u> Per Hour
Mileage Rate (if any)	\$ <u>60</u> Per Mile <u>hour</u>

23.1.1 Parts will be delivered within 7 working days after receipt of order.

**23.2 Section II: ETNYRE (Oil Dispenser) Captive New Parts/Service**

Percent of discount offered	<u>No BID</u> %
Product identification (Mfr.)	<u>                    </u>
Labor Rate for Services	\$ <u>            </u> Per Hour
Mileage Rate (if any)	\$ <u>            </u> Per Mile

23.2.1 Parts will be delivered within              working days after receipt of order.

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**23.3 Section III: Camel Vacuum Body Captive New Parts/Service**

Percent of discount offered	<u>no BID%</u>
Product identification (Mfr.)	_____
Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Mile

23.3.1 Parts will be delivered within \_\_\_\_\_ working days after receipt of order.

**23.4 Section IV: Vactor Vacuum Body Captive New Parts/Service**

Percent of discount offered	<u>0</u> %
Product identification (Mfr.)	<u>Vactor</u>
Labor Rate for Services	\$ <u>120</u> Per Hour
Mileage Rate (if any)	\$ <u>60</u> Per Mile <u>hour</u>

23.4.1 Parts will be delivered within 7 working days after receipt of order.

Company Name: Kinloch Equipment & Supply, Inc

Owner/President Name: Todd B Kinloch

Company Address: 3320 Pasadena Blvd

City, State, Zip Code: Pasadena, TX 77503

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Jeff Jackson

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

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**24.0 Tab C- Conflict of Interest Disclosure**

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

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

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

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

[Signature]  
Attest

Date 6/2/20

**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.

[Signature]

☐ 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.

[Signature]  
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 Code as necessary.

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

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

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

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

[Signature]  
Signature of person doing business with the governmental entity

6/2/20  
Date

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AFFIDAVIT

25.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}  
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Jeff Jackson  
(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:

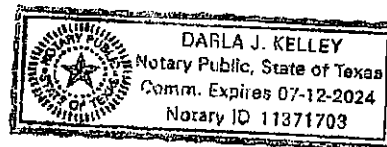
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 9 day of June 20 21

Darla J. Kelley  
Notary Public

My commission expires:

07/12/2024





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

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

1. Name of person submitting this disclosure form.

Seff Jackson


First M.I. Last

Suffix

2. Contract Information:

a) Contract or Project name(s): Asphalt Maintenance Equipment & Vacuum Truck Equipment

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)			
LeFF Jackson			
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

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by these city officials?

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

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

**\*Acknowledgements**

**Updates Required**

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

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

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

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

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

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

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

**\*Oath**

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

Jeff Jackson  
Name (Print)

[Signature]  
Signature

Operations Manager  
Title

Kwikach Equipment & Supply  
Company or DBA

6/7/21  
Date

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

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

CITY OF LAREDO  
PURCHASING DIVISION

**27.0 Tab F – Certificate of Interested Parties (Form 1295)**

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

**Implementation of House Bill 1295**

**27.1 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.

**27.2 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.

Kinetic Equipment & Supply, Inc. Pasadena, TX, USA

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

City of Laredo

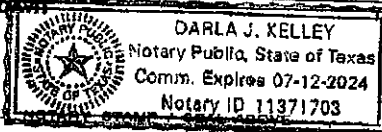
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

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]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jeff Jackson this the 9<sup>th</sup> day of June, 2021, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Darla J. Kelley  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**CITY OF LAREDO  
PURCHASING DIVISION**

**28.0 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 June 17, 2021; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 18, 2021.

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

**Bid: Asphalt Maintenance Equipment & Vacuum Truck Equipment OEM Parts/Service – Fleet Department  
FY21-073**

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