

April 2, 2025

Mr. Joe Villareal South Texas Auto Rebuilders 2720 Guadalupe Laredo, Texas 78043

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension III

Dear Mr. Villareal,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is the last extension period for this contract..

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

Sincerely,

Jaime E. Zapata Purchasing Agent

South Texas Auto Rebuilders	
Request a contract extension: Not request a contract extension:	
Authorized Signature: Johnson	
Print Names Jot VIII AVVECU)	
Date: 4-4-25	
2200	



April 2, 2025

Mr. Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016 Extension III

Dear Mr. Rosas,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is the last extension period for this contract.

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

Sincerely,

Jaime F Zapata
Puzehasing Agent

Rotex Truck Center	
Request a contract extension: Not request a contract extension:	
Authorized Signature:	
Print Name: RICHARD ROSAS	
Date: 4/3/2025	



April 2, 2025

Mr. James Gonzalez Toro Auto Sales 1001 Guadalupe Street Laredo, Texas 78040

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension III

Dear Mr. Gonzalez.

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the primary vendor for this contract. Please advise if you wish to renew this contract. This is the last extension period for this contract.

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

Jaime E Zapata
Purchasing Agent

Toro Auto Sales
Request a contract extension: Not request a contract extension:
Authorized Signature: Just Lous.
Print Name: Junet Reuts.
Date: 4-2-25



July 23, 2024

Joe Villarreal South Texas Auto Rebuilders Inc. 2720 Guadalupe Street Laredo, Texas 78043

Re: FY23-016 - Vehicle Repairs for Small & Medium Size Vehicles

Extension II

Dear Joe Villarreal,

This is to inform you that the contract renewal for FY23-016 was approved by City Council on July 22,2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. Your company is the secondary vendor for this contract.

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

Sincerely,

Jaime Zapata
Purchasing Agent



July 23, 2024

Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re: FY23-016 - Vehicle Repairs for Small & Medium Size Vehicles

Extension II

Dear Roberto Rosas,

This is to inform you that the contract renewal for FY23-016 was approved by City Council on July 22,2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. Your company is the secondary vendor for this contract.

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

Sincerely,

Jaime Zapata
Purchasing Agent



July 23, 2024

James Gonzalez Toro Automotive LLC. 1001 Guadalupe Street Laredo, Texas 78040

Re: FY23-016 - Vehicle Repairs for Small & Medium Size Vehicles

Extension II

Dear James Gonzalez,

This is to inform you that the contract renewal for FY23-016 was approved by City Council on July 22,2024. The term of this contract shall be for a period of one year. This is the second of three extension periods. Your company is the primary vendor for this contract.

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

Sincerely,

Jaime Zapata
Purchasing Agent



June 27, 2024

Mr. Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension II

Dear Mr. Rosas,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is the second of three extension periods.

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

Jaime E. Zapata
Purchasing Agent

Rotex Truck Center	
Request a contract extension: Not request a contract extension:	
Authorized Signature:	•
Print Name: R. D. Borto. A 7545	
Date: 6/28/2024	



June 27, 2024

Mr. Joe Villareal South Texas Auto Rebuilders 2720 Guadalupe Laredo, Texas 78043

Rei

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension II

Dear Mr. Villareal,

Sincerely,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is the second of three extension periods.

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

Jainto II. Zapata
Purchasing Agent

Xo: Purchasing File

South Texas Anio Rebuilders
Request a contract extension;
Not request a contract extension;
Authorized Signature;
Print Name: Jose J. Villary and Jr.

Date: 6/27/24

LETTER OF AWARD

June 27, 2024

Mr. James Gonzalez Toro Auto Sales 1001 Guadalupe Street Laredo, Texas 78040

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension II

Dear Mr. Gonzalez,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the primary vendor for this contract. Please advise if you wish to renew this contract. This is the second of three extension periods.

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

Sincerely,

Jaime E. Zapata Purchasing Agent

Toro Auto Sales	
Request a contract extension:	Not request a contract extension:
Authorized Signature:	
Print Name: James G	onzalez
Date: 05/27/2024	

SUBJECT

Consideration to renew supply/service contract FY23-016 for vehicle repair services for small and medium vehicles for the City's Fleet Department with the following vendors:

- 1. Toro Auto Sales, Laredo, Texas in an amount up to \$100,000.00, (Primary Vendor) and;
- 2. South Texas Auto Rebuilders, Laredo, Texas in an amount up to \$70,000.00 (Secondary Vendor) and;
- 3. Rotex Truck Center, Laredo, Texas in an amount up to \$50,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to outsource out and expedite needed services for small and medium vehicle repairs. The city has decided to exercise the renewal option upon mutual agreement of both parties for one additional one-year period. There was no price increase during the last extension period. This is the second of three one (1) year extension periods and is contingent upon the availability of appropriated funds. All repair services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 12/4/23.

BACKGROUND

This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. There was no price increase during the last extension period. This is the second of three extension periods. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Refer to Bid Tabulation for hourly rates and percentage discount offered.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:

2024.

Budgeted Y/N?:

Yes.

Source of Funds:

593-2810-533-2080.

Account #:

Fleet Management Fund.



December 5, 2023

Mr. James Gonzalez Toro Automotive LLC. 1001 Guadalupe Street Laredo, Texas 78040

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract reneal for FY23-016 was approved by the City Council on December 4, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods. Your company is the primary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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

Sincerely,

Miguel A. Pescador

Purchasing Agent



December 5, 2023

Mr. Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal for FY23-016 was approved by the City Council on December 4, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods. Your company is the secondary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc:

Purchasing File



December 5, 203

Mr. Joe Villareal South Texas Auto Rebuilders 2720 Guadalupe Laredo, Texas 78043

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Villareal,

This is to inform you that the contract renewal for FY23-016 was approved by the City Council on December 4, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods. Your company is the secondary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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

Sincerely,

Miguel A. Pescador Purchasing Agent

City Council-Regular

Meeting Date: 12/04/2023

Initiated By: Steve E. Landin, Assistant City Manager/Acting Chief of Police

Initiated By:

Staff Source: Ronald W. Miller, Fleet Director, Mark DeMay, Finance Department

Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY23-016 for vehicle repair services for small and medium vehicles for the City's Fleet Department with the following vendors:

- 1. Toro Auto Sales, Laredo, Texas in an amount up to \$100,000.00, (Primary Vendor) and;
- 2. South Texas Auto Rebuilders, Laredo, Texas in an amount up to \$70,000.00 (Secondary Vendor) and;
- 3. Rotex Truck Center, Laredo, Texas in an amount up to \$50,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to outsource out and expedite needed services for small and medium vehicle repairs. The city has decided to exercise the renewal option upon mutual agreement of both parties for one additional one-year period. There was no price increase during the last extension period. This is the first of three one (1) year extension periods and is contingent upon the availability of appropriated funds. All outside tire repair services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 12/5/22.

BACKGROUND

This contract establishes an hourly labor rate for service repairs and a percentage discount on original equipment manufacturer parts for small and medium vehicle repairs. There was no price increase during the last extension period. This is the first of three extension periods.



November 16, 2023

Mr. Roberto Rosas Rotex Truck Center 11802 Sara Road Laredo, Texas 78045

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Rosas,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is first of three extension periods.

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension:

Authorized Signature:

Print Name:

Date: 11-16-2023



November 16, 2023

Mr. Joe Villareal South Texas Auto Rebuilders 2720 Guadalupe Laredo, Texas 78043

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Villarcal,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the secondary vendor for this contract. Please advise if you wish to renew this contract. This is the first of three extension periods.

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

Purchasing Division LETTER OF AWARD

November 16, 2023

Mr. James Gonzalez Toro Auto Sales 1001 Guadalupe Street Laredo, Texas 78040

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Extension I

Dear Mr. Gonzalez,

This is to inform you that contract FY23-016 which was approved by the City Council on December 5, 2022 is up for renewal. Your company is the primary vendor for this contract. Please advise if you wish to renew this contract. This is the first of three extension periods.

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

Sincerely,

Miguel A. Pescador Purchasing Agent

Toro Auto Sales	en e
Request a contract expension:	Not request a contract extension:
Authorized Signature 1000	et Keel
Print Name: 1 Omet	Reyes
Date: 11-16-23	



December 6, 2022

Mr. James Gonzalez Toro Auto Sales 1001 Guadalupe Street Laredo, Texas 78040

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Approved by City Council on December 5, 2022

Dear Mr. Gonzalez,

This is to inform you that contract FY23-016 was approved by the City Council on December 5, 2022. The term of this contract shall be for a period of one year. This contract has three extension periods. Your company will be the primary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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/FAO Form1295.html. You scan and email a copy to 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



December 6, 2022

Mr. Joe Villareal South Texas Auto Rebuilders 2720 Guadalupe Laredo, Texas 78043

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Approved by City Council on December 5, 2022

Dear Mr. Villareal,

This is to inform you that contract FY23-016 was approved by the City Council on December 5, 2022. The term of this contract shall be for a period of one year. This contract has three extension periods. Your company will be the secondary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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/FAO_Form1295.html. You scan and email a copy to 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



December 6, 2022

Mr. Roberto Rosas Rotex Truck Center 2720 Guadalupe Laredo, Texas 78043

Re:

Vehicle Repairs for Small & Medium Size Vehicles

Contract FY23-016

Approved by City Council on December 5, 2022

Dear Mr. Rosas,

This is to inform you that contract FY23-016 was approved by the City Council on December 5, 2022. The term of this contract shall be for a period of one year. This contract has three extension periods. Your company will be the secondary vendor for this contract. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Statutory Requirement to File Form 1295:

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Sincerely,

Miguel A. Pescador Purchasing Agent

City Council-Regular

Meeting Date: 12/05/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By:

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

Agent

SUBJECT

Consideration to award contract FY23-016 for vehicle repair services for small and medium vehicles for the City's Fleet Department to the low bidders:

- Toro Auto Sales, Laredo, Texas in an amount up to \$100,000.00, (Primary Vendor) and;
- 2. South Texas Auto Rebuilders, Laredo, Texas in an amount up to \$70,000.00 (Secondary Vendor) and;
- 3. Rotex Truck Center, Laredo, Texas in an amount up to \$50,000.00 (Secondary Vendor).

This contract provides the Fleet Department with the ability to outsource out and expedite needed services for small and medium vehicle repairs. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three (3) additional one (1) year extension periods, upon mutual agreement of the parties. 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 four (4) 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 small and medium vehicle repairs. 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:

Vehicle Repairs for small and medium light duty vehicles. (Electrical, suspension, alignments,	Toro Auto Sales Primary Vendor	South Texas Auto Rebuilders Secondary Vendor	Andy's Auto & Bus Air	Rotex Truck Center Secondary Vendor
braking system, and drive train repairs) Standard Shop Labor	Hourly Labor Rate \$ 59.95	Hourly Labor Rate \$ 90.00	Hourly Labor Rate \$ 110.00	Hourly Labor Rate
Rate Field Labor Rate Diagnostic Shop Labor Rate	\$ 59.95 \$ 49.95	\$ 100.00 \$ 90.00	\$ 110.00 \$ 110.00 \$ 110.00	\$ 95.00 \$ 95.00 \$ 95.00
Diagnostic Field Labor Rate	\$ 49.95	\$ 100.00	\$ 110.00	\$ 95.00
Percent of discount offered Repair completion after	15%	10%	20%	20%
receipt of work order	1 Working Day	7 Working Days	2 Working Days	2 Working Days

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:

2023

Bugeted Y/N?:

Yes

Source of Funds:

Fleet Maintenance Fund

Account #:

593-2810-533-2080

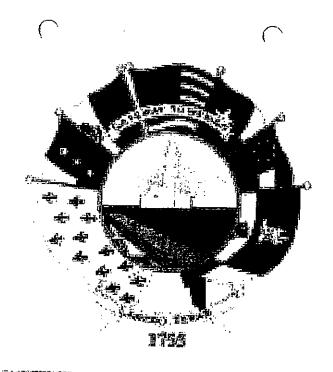
Change Order: Exceeds 25% Y/N:

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.

Attachments

FY23-016 Bid Tab Contracts FY23-016



South Texas Auto Rebuilders Inc. Supplier Response

Event Information

Number:

FY23-016

Title:

FY23-016 Vehicle Repairs For Small & Medium Size Vehicles

Type:

Request For Bid

Issue Date: 10/26/2022

Deadline: 11/17/2022 05:00 PM (CT)

Notes:

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

South Texas Auto Rebuilders, Inc. Information

Contact:

Joe Villaneai

Address:

2720 Guadalupe

Phone:

Laredo, TX 78043

(956) 723-8711

Fax

(956) 723-1768

Email:

sobcauto@yahoo.com

Web Address: www.sobauto.com

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

Jose Luis Villarreal Jr.

Signature

Joe@sotxauto.com

Email

Submitted at 11/15/2022 05:36:41 PM (CT)

Response Attachments

For Med & Small Sizeed Vehicles.pdf

medium & Small Sized Vehicles

Affidavit.pdf

Affidavit

Updated Conflict of Interest.pdf

Conflict of interest

Bid Attributes

Questionnaire Description

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

Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

South Texas Auto Rebuilders, Inc. (956)723-8711, Jose L. Villameal Jr.

State how long under has the business been in its present business name

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

N/A

State If the Company is a certified minority business enterprise

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

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business government, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the 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

No

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 (a) 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 C(Q) may be downloaded from http://www.ethlcs.state.bx.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, 16. 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.

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.

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

Γ	1 Disclosure Form			
ł	For details on use of this form, see Section 4.01 of the City's Ethics Code.			
<u> </u>	13	This is a	=	
		New Submission		
1	1	Question 1. Name of person submitting this disclosure form	=	
		Please Include First Name, Middle Initial, Last Name and Suffix (If applicable)		
Ŀ	Jose Luis Villarreal Jr.			
	1	Question 2. Contract Information		
	5	Please include the following: a)Contract or Project Name b)Originating Department		
		FY23-016 (FY23-016 Vehicle Repairs For Small & Medium Size Vehicles) Maintenance Department	7	
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	6 T	Question 3. Name of Individual(s) or entity(les) seeking a contract with the city (i.e. parties to the	=	
[S		<u>, </u>		
		South Texas Auto Rebuilders, Inc. Jose L. Villarreal, Jr.	7	
7	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.			
No.	31.	Not Applicable		
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8		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. NA]	
18		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. NA Question 5. List any individuals or entities that will be subcontractors on this contract]	
8		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. NA]]	
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2 Question 7. Disclosure of political contributions

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

Not Applicable

2 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.

NA

2 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.

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

2 8. Disclosure of Conflict of Interest

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

N/A

Question 9. Updates Required

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

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

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 efter 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 Gouncil 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)

Question 11. Conflict of Interest Questionnaire (CIQ)

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

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

Question 11. Oath

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

Jose L. Villarreal, Jr., President, South Texas Auto Rebuilders, Inc., 11/15/2022

3 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)

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.bx.us/tec/1295-info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Fiting Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form (I will comply with this form)

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 Bus 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 menually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Malled Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with sald 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
- 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 small 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.leredo.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 bld 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

- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the Issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary vendor and two secondary vendors for this contract.
- Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *Lowest Responsive and Responsible Bidder. The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bldder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price, involces shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shalt 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
- 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
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible, Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jolly@cl.laredo.tx.us 1110 Houston St. Laredo, TX 78040.
- 12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
- TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
- OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
- SUBCHAPTER C. PROFESSIONAL CONDUCT AND ETHICS
- §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost Information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.
- I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Insurance Terms and Conditions

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

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

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease

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

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

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

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

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

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

2. All liability policies shall contain ne cross liability exclusions or insured versus insured restrictions.

3. A walver of subregation in fever of the City of Leredo 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.

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 Taxas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk

Management.

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

(I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

🗹 । agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

Disqualification & Debannent Certification

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

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

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

I certify to the terms and conditions (I certify to the terms and conditions)

Contract Requirements

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

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

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sharn; 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 bld 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

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

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) implementation of House Bill 1295; in an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.bx.us/tec/1295-info.htm_in 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must

Changes to Form 1295:

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

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

be submitted within the allotted time otherwise this may result in the cancellation of the centract.

3	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
8	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tler certification to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-from tier to tier up to the non-Federal award. I have read and understand this section (I have read and understand this section)
3 9	Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid) Yes (Yes)
4	Technical Specifications
0	Technical Specifications (This documentation shall be uploaded onto Cit-E-Bid) ☑ Yes (Yes)
Ŷ.	Ordinace 2018-0-175
	The City of Laredo has established a local vendor preference ordinance 2018-C-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.
	II MITI 2 ICCRI VODOGE

Bid Lines

I am a local vendor

1	Package Header		
. 44 	Vehicle Repairs for small & medium light duty veh braking system, alignments and Power train repair	icles and medium size trucks rs which includes engine, tra	s. (Electrical, suspension,
	Quantity: 1 UOM: EA		
	Package Items		
	1.1 Standard Shop Labor Rate		
	Quantity: 1 UOM: Hourly Labor Rate 1.2 Field Labor Rate	Price: \$90.00	Total: \$90.00
	Quantity: 1 UOM: Hourly Labor Rate 1.3 Diagnostic Shop Labor Rate	Price: \$100,00	Total: \$100.00
	Quantity: 1 UOM: Hourly Labor Rate 1.4 Diagnostic Field Labor Rate	Price: \$90,00	Total: \$90.00
	Quantity: 1 UOM: Hourly Labor Rate	Price: \$100.00	Total: \$100.00

1.5	Parts Price Schedule: The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.
	Percent of discount offered.
1.6	Quantity: 1 UOM: Percentage Discount Total: 10% Repairs will be completed within working days after receipt of order.
	Quantity: 1 UOM: Working Days Price: \$7.00 Total: \$7.00 Supplier Notes: Or as soon as possible depending on the nature of repair and availability of parts

Response Total: \$0.00



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

VEHICLE REPAIRS FOR SMALL AND MEDIUM SIZE VEHICLES 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 an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction 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 or through Cit-E-Bid; https://cityoflaredo.jonwave.net/Login.sspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on November 17, 2022; and all hids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on November 18, 2022.

Hand delivered bids are to be submitted in a scaled cavelope clearly marked:

Bid: Vehicle Repairs for Small & Medium Size Vehicles - Fleet Department FY23-016

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.sapx	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor
	1110 Houston Street
The City of Laredo	Laredo, Texas 78040

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



City of Laredo **Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Luredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a one-year contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction 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 or through Cit-E-Bid; https://cityoflaredu.ionwaya.oet/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Lando, Texas 78040 natil 5:06 P.M on November 17, 1022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on Nevember 18, 2822.

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

Bid: Vehicle Reputes for Small & Medium Size Vehicles - Floot Department FY23-016

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

https://cityoflaredo.jonwava.net/Login.aspx

City of Laredo - City Secretary C/O Jose A. Valdez Jr. City Half - 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 26th DAY OF OCTOBER 2022.

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.

1.6 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-B-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 toxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such toxes. 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 scaled 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, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

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

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

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

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

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

(a) Bidder missures 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 arrests 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.

- 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, sox, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- 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

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.

7.9 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 small seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO FURCHASING AGENT Miguel A. Pescador

5512 Thomas Ave,

Laredo, TX 78041

mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendron 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

(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

(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 swarding of the contract. Such appeal may be made only after exhausting all administrative procedures finough 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 recaipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date

the check is mailed.

9.0 INTENT OF CONTRACT

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

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

10.0 AWARD OF CONTRACT

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

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

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a hinding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

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

- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

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

Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jelly,

Accounts Payable Manager

956-791-7328

jiolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040

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

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

City of Leredo Purchasing Division, 5512 Thomas Ave., Lesedo, Texas 78941 (956) 794-1733 Fax (956) 790-1805 Family caldenne@cl.laredo.px.us
Pego 6 of 25

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 emutal aggregate.

This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

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

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

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

2. All flability 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.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained

- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
 - (1) Awarded vendor is required to maintain current and active all: cortifications, licenses, pennits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

City of Luredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 Email caldanc@cliaredo.ccus Page 7 of 25

This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. 14.3 NON-COLLUSTVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Coilusive 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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire,

Signed Price Schedule,

3. Conflict of Interest Questionnaire,

4. Non-Collusive Affidavit

5. Discretionary Contracts Disclosure

Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

Formal Invitation for Bids Vehicle Repairs for Small & Medium Size Vehicles Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for repairs for medium duty trucks, heavy duty trucks, and construction 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 or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, November 4, 2022, 2:00 P.M.
- 16.2 For additional questions regarding these specifications please confect:

Contact Ron Miller Phone#

Email

(956) 727-6455 miller@ci.laredo.bc.us

- 17.0 General Requirements
- 17.1 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Repairs will be ordered during regular working hours Monday through Friday.
- 17.3 This contract will be awarded to multiple vendors.
- 17.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts/services from other sources.
- 17.6 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 17.7 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 or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.8 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).
- 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.

- 17.10 All parts used in complying with this contract must be equal to or better than the original part.
- 17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.

18.0 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 Furchasing 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

This contract will be the responsibility of and administered by the vendor and the City of Laredo Fleet 18.1

19.0 Award of Contract

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

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

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

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.

39.1 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 eath 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 22.52.908 provides definitions of certain terms occurring in the section.

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

20.0 Price Adjustment******

The City of Laredo will allow unit paice 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 finnished 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 deamed excessive; a now contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescadon@ci.laredo.tx.us

21.0 Delivery

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

22.0 Termination of Contract

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

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

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

24.0 Bidder Information Osestionnaire

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 parson 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) South Texas Auto Rebuilders, Inc.
Signature Of person authorized to sign bid Date 1/15 2022
Print Name Jose L. Villarreal, Jr. of person authorized to sign bid
Title: President
Business Address: 2720 Guadatupe St.
City, State, Zip Code: Laredo, TX 78043
Telephone Number: (956)723-8711 Fax Number: (956) 723-1768
Contact Person Email Address: joe@sotxauto.com
Federal Tax ID Number: 74-2611073
Bidders Principal/Corporate Place of Business Address: 2720 Guadelupe St. laredo, TX 78043
Indicated Status of Business:
Corporation Partnership Sole Proprietorship Other:
If other state business status: N/A
State how long under its present business name: 31 years
f applicable, list all other names under which the Business identified above operated in the last five years.
N/A
Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

Has the business, or any officer or partner thereof, falled to complete a contract? Yes Is any litigation pending against the Business? Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes 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 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarrent, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Are there any proceedings, pending relating to the Enginess responsibility, debaument, suspension, voluntary exclusion, or qualification to receive a public contract? Yes Hs 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 / Is the Business in arrests in any contract or debt? Yes Has the Business been a defaulter, as a principal, surety, or otherwise? Have liquidated damage penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes State if company is a certified minority business enterprise: Historically Underutilized Business (HUB): Νo Disadvantaged Business Enterprise (DBE): Yes Small Disadvantaged Business Enterprise (SDBC)

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

Yes

Ø

This company is not a certified minority business:

Other: Please specify Veteran Minority Owned

25,0	Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid)
25.1	Number of people employed: 15
25.2	Average years of experience of current employees: 25
25.3	Total number of certified automotive service excellence (ASE) technicians: 5
25.4	4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement. Yespor No.
25.5	What software or labor rate manual do you use to determine industry standard hours to make repairs?
	Motor All Deta, Mitchell On Demand
26.0	Technical Specifications (This documentation shall be uploaded onto Cit-E-Bid)
26.1	How will you meet required temaround time for service repair?
	Turn around time is specific to the repair but will be communicated accordingly, and work will be prioritized based on
	the needs of the City's Fleet. Our estimate will display time printed. We have qualified technicians working in a safe and properly equipped environment using state of the art equipment.
26,2	Describe how you casure that diagnostic assessments and repair recommendations are necessary.
	Diagnostic assessments and repair recommendations are necessary in order to find the problem efficiently and accurately. When we provide recommendations, we do so to prevent any future breakdowns or failures which may be costly if not addressed or may be unsafe.
26.3	Do you use OEM or aftermarket parts for repairs?
	Yes, we do use OEM and aftermarket parts.
26.4	Bidder will provide an "estimated quote" for each repair. All repairs must be duly approved by the Fleet General
	Yes, bidder will provide a timety estimate to present and reviewed for approvsi.
26.5	Bidder shall state any special equipment in their operation such as a machine shop, specialized diagnostic tools, etc.
	Ford IDM Software, GM Tech 1, GM MDI, Aultel Tablets, Snap On Modis, Hunter Brake Lathe, Hunter Wheel
	Balancer, Hunter Hawkeye Elite Alignment machine
	City of Leredo Punthasing Division, 5512 Thomas Are, Laredo Tenus, 18042 (056) 204 1722 Page 200 200 1722 Page 200 1

27.0	Point Colonia	CITY OF LA PURCHASING I	RED()	7		
27.1	Price Schedule Vehicle Repairs for small & medium light of system, alignments and Power train repairs				trical, suspension	on, braking
	Standard Shop Labor Rate	Labor Rate		т —	Omments	
	Field Labor Rate	\$ 90 \$ 100		up to 3500 or	1 ton	
	Diagnostic Shop Labor Rate	\$ 100 \$ 90		up to 3500 or		
	Diagnostic Field Labor Rate	\$ 100		up to 3500 or up to 3500 or		
27.2	Parts Price Schedule The City reserves the right to supply parts. It case basis.	f parts are requeste	d, aftern	arket parts may	be acceptable of	n a case by
	Percent of discount offered Product identification (Mfr.) (Documentation Shall be unlessed as			10	%	
	be uploaded outs Cit-E-Bid) Type price schedule (dealer, jobber, etc.) (Documentation Shall be uploaded outs Cit-E-Bid) Price schedule column on which discount is based (i.e. distributor, net, wholesale) (Documentation Shall be uploaded outs Cit-E-Bid)			bber Frice		
27.3	Repairs will be completed within working day	ys after receipt of o	rder.	7 for depending	or repair) (workin	- day)
27.4	Business hours are from 8:00 AM. to (Decumentation Shall be uploaded onto Cit	. 6:00 p.	-	5	week.	E craits)
27.5	Warranty: All work comes with 12 months/ (Documentation Shall be uploaded onto Cit	/12.000 mile warra	nty			
	Company Name: South Texas Auto Rebuil	iders, inc.				
	Owner/President Name: Jose L. Villameal Jr	r. 				
	Company Address: 2720 Guadalupe St.					
	City, State, Zip Code: Laredo, TX 78043					•
	Company Authorized Representative's Signatu	ire:	مين ــــــ			-

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

Company Representative's Name: Jose L. Villarreal Jr.

28.0 Conflict of Interest Disclosure

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

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, 1116 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

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

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

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

- E. Mayor
- 2. Council Members
- 3. City Manager
- Members of the Fire Fighters and Police Officers Civil Service Commission.
- Members of the Planning and Zoning Commission.
- Members of the Board of Adjustments
- Members of the Building Standards Board 7.
- Parks & Leisure Advisory Committee Momber, R.
- Historic District Land Board Member.
- 10. Ethics Commission Board Member,
- 11. The Reard 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

	PURC		
HAVE READ THIS FORM AN	ATTEST THAT THERE IS NO CONI		
GOVERNMENT CODE EXISTS. Jose L. Villatreal Jr.	THE RE IS NO COM	LICT OF INTEREST THUS I	O VIOLATION OF SECTION 176,006.
Name	(منعصت	11/15/2022	
	Signature	Date	
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30.0



City of Laredo Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code. *This is a V New Submission or __Correction or __Update to previous submission. 1. Name of person submitting this disclosure form: Jose Villarreal J۲. First MI. Suffix 2 Contract Information The same of the sa a) Contract or Project name(s): FY23-016 (FY23-016 Vehicle Repairs For Small & Medium Size Vehicles) b) Originating Department(s): Maintenance department ** Name of individuality or entity first seeking a contract with the city (14 parties to the contract) Jose L. Villarreal Jr. Name (Print) Name (Print) Signature Name (Print) Signatura Name (Print) Signature 4. Listemy: business entity(ses) that is a parmer, parent, substidiary business entity(ies) of the individual of entity listed in Questions. Not applicable. Contracting party(ics) does not have partner, parent, or subsidiary business entities. ☐ Name of partner, parent, or subsidiary business entity(ies):

1	- Association of Aldion
	The same of the sa
*5. Listan	y individuals of entities that will be subcontractors on this contract.
Mot appli	icable. No subcontractors will be retained for this contract.
•••	The state of the second section of the section of t
Subcontra	BCIOTS may be retained but have not be
	actors may be retained, but have not been selected at the time of this submission.
List of su	hondere troe-
	bcontractors:
6. List any	attorogys for hyper or on kindle and that have been fetting to store in section the transport of
Not applic	able. No attorneys lobbulets or complete or complete of the state of t
••	cable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
	orneys, lobbyists, or consultants that have been retained to assist in seeking this contract:
. Disclora	re of political centributions.
JSC MAY COM	Ptign or officeholder pretributions made by the C.V.
an \$100 to:	any current member of City Council, former member of City Council, any candidate for City Council, or all sotion committee that contributes to City Council, or City Council, or
any politic	al action committee that contributes to City Council elections.
a) Anyi	individual seeking contract with the city (Question 3)
<i>a) A</i> uly (DWILDT OF CITIEST OF CITIEST SPECKING POINTERED WITH the City Co
ו לבורי ליי	more violation of other of any entity listed should be negligible to entitle and any
d) Anys	subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
f) Any a	stformey, lobbyist, or consultant retained to assist in seeking contract (Question 6)
Not applica	ble. No campaign or officeholder contributions have been made in the preceding 24 months by these
lividuals.	and the processing 24 matrix by title
	•
List of cont	ributors:
lates on Co	ontributions Required
mation rep	garding contributions must be updated by submission of a revised form from the date of the submission
	ALTERNATION OF THE STREET OF T

through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest

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

by those city officials?	CITYPING INAISION
If am not aware of any conflict(s) of interest issues under Council or a city board/commission.	Section 2.01 of the Ethics Code for members of City
I am aware of the following conflict(s) of interest:	
YUpdates Required *Acknowle	agkamenta
I understand that this form must be updated by submission of before the discretionary contract is the subject of action by the after any changes has occurred, whichever comes first. This is after the initial submission and up until thirty (30) calendar defeated.	include information about political contributions made ays after the contract has been awarded.
No Contract with City Officials or Staff during Contract I understand that a person or entity who seeks or applies for a person or entity is prohibited from contracting city officials at Proposal (RFP), Request for Qualifications (RFQ), or other so	city contract or any other person acting on behalf of that
the first section in	protestion this occil lesswed.
This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contact incorporated into the solicitation document.	s posted as a City of Laredo Council agenda item. If
This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contact incorporated into the solicitation documents. Violation of this the Ethics Code by respondents or their agents may lead to dis *Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contracto (CIQ) to the Office of the City Secretary.	s posted as a City of Laredo Council agenda item. If it will take place in accordance with procedures prohibited contacts provision set out in Section 2.09 of equalification of their offer from consideration.
This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contact incorporated into the solicitation documents. Violation of this the Ethics Code by respondents or their agents may lead to dis *Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code	s posted as a City of Laredo Council agenda item. If it will take place in accordance with procedures prohibited contacts provision set out in Section 2.09 of equalification of their offer from consideration.
This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contect incorporated into the solicitation documents. Violation of this the Ethics Code by respondents or their agents may lead to distance of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contracto (CIQ) to the Office of the City Secretary. I acknowledge that I have been advised of the requirement to Government Code.	s posted as a City of Laredo Council agenda item. If it will take place in accordance with procedures prohibited contacts provision set out in Section 2.09 of squalification of their offer from consideration. or and vendoss to submit a Conflict of Interest Form of file a CIQ form under Chapter 176 of the Local
This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contact incorporated into the solicitation documents. Violation of this the Ethics Code by respondents or their agents may lead to dis *Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contracto (CIQ) to the Office of the City Secretary. I acknowledge that I have been advised of the requirement to Government Code. *Oath I swear or affirm that the statements contained in this Discretational actions of the best of my knowledge and belief are true, or	s posted as a City of Laredo Council agenda item. If it will take place in accordance with procedures prohibited contacts provision set out in Section 2.09 of equalification of their offer from consideration. For and vendors to submit a Conflict of Interest Form to file a CIQ form under Chapter 176 of the Local stionary Contracts Disclosure Form, including any correct, and complete.
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This no-contract provision shall conclude when the contract is contact is required with city officials or employees, the contact incorporated into the solicitation documents. Violation of this the Ethics Code by respondents or their agents may lead to dis *Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contracto (CKQ) to the Office of the City Secretary. I acknowledge that I have been advised of the requirement to Government Code. *Oath I swear or affirm that the statements contained in this Discretatachments, to the best of my knowledge and belief are true, or Jose L. Villarreal Jr.	s posted as a City of Laredo Council agenda item. If it will take place in accordance with procedures prohibited contacts provision set out in Section 2.09 of squalification of their offer from consideration. For and vendors to submit a Conflict of Interest Form of file a CIQ form under Chapter 176 of the Local stionary Contracts Disclosure Form, including any orrect, and complete. President

nt 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

31.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

31.1 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 disclorure of interested parties to the governmental entity or state agency at the time the business entity entity or state agency at the time the business entity entity or state agency that either (1) requires an action or vote by the government applies only to a contract of a governmental 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

31.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification mamber. An anthonized 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

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 data the contract binds all parties to 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

Contificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46,3. Definitions

46.5. Disclosure of Interested Parties Form

l	CERTIFICATE OF INTERESTED PART	IES	FO	RM 1295
ļ				1 0/ 1
l	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 US CERTIFICATIO	
7	Name of business entity filing form, and the city, state and country of business. South Texas Auto Rebuilders, Inc.	of the business entity's place	Certificate Number: 2022-955916	•
	Laredo, TX United States		Date Filed:	
Z	Name of governmental entity or state agency that is a party to the obeing filed.	contract for which the form is	11/15/2022	
	City of Laredo		Date Acknowledge:	š :
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided FY23-016 Vehicle Repairs for Small & Medium Size vehicles (Fleet Depart	lunder the contract,	the contract, and pa	ovide a
4	Name of Interested Party	By, State, Country (place of busine		of interest pplicable)
_		my, come, commy (proce or passive	Controlling	Intermediary
				1
_			<u> </u>	
				1
_				
-				
				
_				
_				
;	Check only if there is NO interested Party.			
	UNSWORN DECLARATION			
	My name is Tose L Villarreal, Jr.	and my date of bin	th is 06/24	1971
	My address is 2019 Galvetin St	Laredo T	X 78043	<u>us</u>
	(street)	(cily) (wate) (žip code)	(соилиу)
	f declare under penalty of perjury that the foregoing is true and correct.	_	AN.	
	Executed inCounty, St.	ate of <u>Texas</u> on the B	day of Nov(m)	20 <u>20</u> (yaar)
		De Cor.		
	Si	gnature of author/zpd agent of contrac	ting business entity	

CITY OF LAREDO PURCHASING DIVISION AFFIDAVIT

29.0

Project:

Form of Non-Collusive Affidavit

and the committee of the control of the

STATE OF TEXAS COUNTY OF WEBB **AFFIDAVIT**

Being first duly sworn, deposes and says:

That he/she is Jose Luis Villary al Jr. (an officer of the corporation, (a Partner of officer of the firm of, etc.) South Texas Auto Rebuilders, Inc.

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

Signature of:

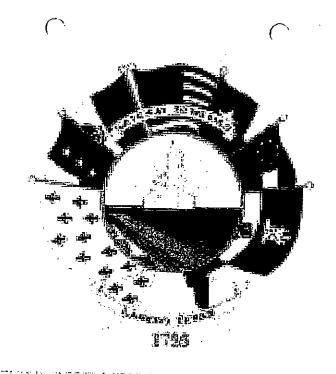
Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 15

Notary Public

My commission expires:





FY23-016 Toro Auto Sales Toro Motors LLC Supplier Response

Event Information

Number:

FY23-016

Title:

FY23-016 Vehicle Repairs For Small & Medium Size Vehicles

Type:

Request For Bid

Issue Date: 10/26/2022 Deadline: 11/17/2022

11/17/2022 05:00 PM (CT)

Notes:

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@cl.laredo.tx.us

Toro Auto Sales Information

Contact:

James Gonzalez/Janet Reyes/Pedro Nunez

Address:

1001 Guadalupe St

Phone:

Laredo, TX 78040

(956) 753-8676

Faxc

(956) 753-8677

Email:

bids@toroauto.com

Web Address: www.toroauto.com

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

JANET REYES

Signature

bids@toroauto.com

Email

Submitted at 11/16/2022 09:58:52 AM (CT)

Response Attachments

FY23-016.pdf

FY23-016

Bid Attributes

Questionnaire Description

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

Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Toro Automotive LLC Janet Reyes 958-753-8676

State how long under has the business been in its present business name

10

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

Toro Motors LLC DBA Toro Auto Sales

5 State if the Company is a certified minority business enterprise

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

6	Questions	Part 1
---	-----------	--------

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business 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?

NC

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 fallure 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

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.bx.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 Bullding 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.

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.

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

[Disclosure Form	
:	For details on use of this form, see Section 4.01 of the City's Ethics Code.	
Ī	This is a	
1		
-	New Submission	
1	Question 1. Name of person submitting this disclosure form	<u></u>
-	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	
L	Janet Reyes	
1 5	Question 2. Contract Information	
3	Please Include the following: a)Contract or Project Name b)Originating Department	
	Vehicles Repairs for Small & medium size vehicles - Fleet Department	
1	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to	
6	contract)	the .
Ľ	Toro Automotive LLC	 -
1	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(individual or entity listed in Question 3	
7	individual or entity listed in Question 3.	ies) of the
	Not Applicable	
-71	Ougstion 4. List any business with the business	
8	Question 4. List any business entity(les) that is a partner, parent, subsidiary business entity(Individual or entity listed in Question 3	es) of the
54.1 1. (1.	If you selected Not Applicable on Question 4, skip this postion, 45% and 6	f na me
	parent, or subsidiary business entity(les) in this section. N/A	t hararat'
5 ^g		
9	Question 5. List any individuals or entities that will be subcontractors on this contract	
	Not Applicable	
2	Question 5. List any individuals or only and the same	
0	Question 5. List any individuals or entities that will be subcontractors on this contract fyou selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontraction.	
		contractors
	N/A	
2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in s	
	his contract	eeking
	Not Applicable	
2 2	luestion 6. List any afforneys, lobbylsts, or consultants that have been retained to assist in s	
∵.F		_
	selected Not Applicable on question 6, please skip this section, if it applies to you, please list attorneys,	lobbyists
.	r consultants that have been retained to assist in seeking this contract.	
	V/\	

Question 7. Disclosure of political contributions

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

Not Applicable

2 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.

N/A

2 Updates on contributions required

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

2. Question 8. Disclosure of Conflict of Interest

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

I am not aware of any conflict of interest

8. Disclosure of Conflict of Interest

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

N/A

Question 9. Updates Required

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

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

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 nocontact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

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

Question 11. Conflict of Interest Questionnaire (CIQ)

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

I have acknowledge that I have been advised (I have acknowledge that I have been advised)

3 Question 11. Oath

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

Toro Automotive LLC 11/07/2022

3 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)

Certificate of Interested Parties (Form 1295)

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

☑ I will comply with this form (I will comply with this form)

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 fallure 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

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

- 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://citvoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile blds 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 stxty (60) days. An extension to hold bid pricing for actual quantity blds may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and Item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filling a

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(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 Mall to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary vendor and two secondary vendors for this contract. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

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

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

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

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

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

arrival, no sale".

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

- 3. The contractor makes an unauthorized assignment for the benefit of any contractor. Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.
- 12.0 in accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
- TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
- OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
- CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
- §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.
- I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

Insurance Terms and Conditions

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

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

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease

aggregate.

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

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

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor, It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo

accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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

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

insurance policles as follows:

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

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 πame The City of Laredo as an additional Insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

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

- 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be
- rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

3 Disqualification & Debarment Certification

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

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

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

I certify to the terms and conditions (I certify to the terms and conditions)

3 Contract Requirements

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

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

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

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

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest Involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B.

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

Changes to Form 1295:

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

[2] I have read and understand this section (I have read and understand this section)

38	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certification to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-from tier to tier up to the non-Federal award. I have read and understand this section (I have read and understand this section)
39	Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid) Yes (Yes)
40	Technical Specifications Technical Specifications (This documentation shall be uploaded onto Cit-E-Bid) ☑ Yes (Yes)
C 7 2 - 1	Ordinace 2018-0-175 The City of Laredo has established a local vendor preference ordinance 2018-0-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bid Lines

Toro is local to Laredo

1	Package Header
	Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension, braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.) Quantity:1 UOM: EA
·	Package Items
	1.1 Standard Shop Labor Rate
٠,	Quantity: 1 UOM: Hourly Labor Rate Price: \$59.95 Total: \$59.95
1-	Quantity: 1 UOM: Hourly Labor Rate Price: \$59.95 Total: \$59.95 1.3 Diagnostic Shop Labor Rate
	Quantity: 1 UOM: Hourly Labor Rate Price: \$59.95 Total: \$59.95
Į	Quantity: 1 UOM: Hourly Labor Rate Price: \$59.95 Total: \$59.95

1.5 Parts Price Schedule: The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.							
Percent of discount offered.							
Quantity: 1 UOM: Percentage Discount Total:	15%						
Quantity: 1 UOM: Working Days Price: \$1.00 Total: Supplier Notes: Most vehicles should be done within one day, depending on work performing.	\$1.00						

Response Total: \$0.00



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

VEHICLE REPAIRS FOR SMALL AND MEDIUM SIZE VEHICLES FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting scaled bids, subject to the Terms and Conditions of this. Lovitation for Bids and other contract provisions, for awarding an annual contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Ricci 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.cityoffaredo.com or through Cit-E-Bid: https://cityoflaredo.lonwave.net/Login.nepx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 until 5:00 P.M on November 17, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on November 18, 2022.

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

Birl: Vehicle Repairs for Small & Medium Size Vehicles - Fleet Department

Ride can be described to	
Bids can be downloaded and submitted through Cit-E- Bid:	Hand Delivered:
	City of Laredo - City Secretary
https://cityoflaredo.ionwave.net/Login.aspx	C/O Jose A. Valdez Jr.
A CONTRACTOR OF THE PROPERTY O	City Hall - Third Floor
•	1110 Houston Street
The City of Laredo reserves the right to reject any and	1 . 1
and and tracerves the right to reject any and	all hide and to waite

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



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting scaled bids, subject to the Terms and Conditions of this favination for Bids and other contract provisions, for awarding a one-year contract for vehicle repairs for medium duty trucks, heavy duty trucks, and construction equipment for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Pischasing Division, 3512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.citvoflaredo.com or through Cit-E-Bid: https://citvoflaredo.comvaye.net/Lorin.uspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 and at the Office of the City Secretary on Nevember 18, 2022.

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

Bid: Vehicle Repairs for Small & Medium Size Vehicles – Flest Department FY23-016

Bids can be dewnloaded and submitted forough Cit-E-Bid:

https://citytellundo.ionwavz.nes/t.ogin.uspx

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 26th DAY OF OCTOBER 2022.

City Secretary

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.
- 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

(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 cartificate 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

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and ant 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 3.0 SUBMISSION OF BIDS

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

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

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

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

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

4.0 REJECTION OF BIDS The City may roject 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 hid must include all items in the specifications.

(e) In the event that a bidder is definquent in the payment of City taxes on the day the bids are opened, including state and lonal 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.

No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, hidder 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

(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 inegularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved

6.0 LATE RIDS 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.

7.9 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

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador

5512 Thomas Ave.

Laredo, TX 78041

mpescador@ci.bredo.br.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific hid 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

(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

(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

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

(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

9.0 INTENT OF CONTRACT

- ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated finds from which payments for the contract purchases can be made. If no
- funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. 10.0 AWARD OF CONTRACT
- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary vendor and two secondary vendors for this contract.
 - Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: "Lowest Responsive and Responsible Bulder. The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the
- (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
- (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
 - 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
- 4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be
- All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

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

Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing Jorge I Jolly,

Accounts Payable Manager

956-791-7328

ijolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

12.0 In accordance to State of Texas, the Chy of Laredo follows State practices when awarding any and all

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

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

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

13.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at

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

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

City of Lexedo Penchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1806 Email calds reflect December 1805 Email calds reflect December 1805

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000

This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be

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

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

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

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

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

4. All insurance policies shall be endursed 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 endeased 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 asme 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. Confractor 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
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained
- 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Larado with cartified copies of all insurance policies.
- (f) Certificates of insurance are always subject to review and approval from the City of Larede Rick
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. 14.0 CONTRACT REQUIREMENTS

- 14.1 CODE OF ETHICS ORDINANCE 2012-0-126 Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of
- 14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released.

City of Laredo Purchasing Division, 5512 Thomas Avc., Laredo, Taxas 78041 (956) 794-1733 Fax (956) 790-1805 Humil coldapo@ci.laredo.tx ex

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

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a shem 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 hid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

1. Company Information Questionnaire,

2. Signed Price Schedule,

3. Conflict of Interest Questionnaire,

4. Non-Collusive Affidayit

5. Discretionary Contracts Disclosure

6. Curtificate of Interested Parties (Furm 1295) **Upon Award of Bid Only**

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attrobed)

Certificate of Interested Parties (Form 1295)

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1,

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the 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 compituler and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

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

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

Formal Invitation for Bids Vehicle Repairs for Small & Medium Size Vehicles Fleet Department

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for repairs for medium duty trucks, heavy duty trucks, and construction 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 or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, November 4, 2022, 2:00 P.M.
- 16.2 For additional questions regarding these specifications please contact:

Contact Ron Miller

Phone#

Email

(956) 727-6455 millen@ci_laredo.tx.us

- 17.6 General Requirements
- 17.1 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.
- 17.2 Repairs will be ordered during regular working hours Monday through Friday.
- 17.3 This contract will be awarded to multiple vendors.
- 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.
- When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts/services from other sources.
- An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.
- 17.7 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 or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 17.8 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 17.9 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 firmish 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 manufacturers may not be superseded or replaced during the contract period.

- 17.10 All parts used in complying with this contract must be equal to or better than the original part.
- 17.11 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.12 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.

18.0 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. Renowals 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

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

19.0 Award of Contract

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

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

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

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.

Disclosure of Interested Parties 19.1

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 eath 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 S1 million. Section 2252,908 provides definitions of certain terms occurring in the section.

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

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 paicing must have mutual coasent 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 hids. Documentation may be smalled to mpesseadon@ci.laredo.tx.us

21.0 Delivery

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

22.6 Termination of Contract

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

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Suhmission

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

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collasive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

24.0 Bidder Information Operationnaire

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

"The undersigned affirms that they are duty authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this hid 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) Toro Automotive uc
of person authorized to sign bid Relian Detc 10-31-33
Print Name Janet Reyes of person authorized to sign bid
Business Address: 100) Coursele had
Business Address: 1001 Chuadalupe st
ond, some, chicone, CONEDO LX -18000
Telephone Number: 956 753-8676 Fex Number: 956 753-9670
Connect Person Email Address: Dicks @ torocuto Com
Technical Text ID Number: 46-0549451
Bidders Principal/Corporate Place of Business Address: 1001 Chuck Jupe st
minimation oracles of Business;
Corporation Partnership Sole Proprietorship Other:
If other state business status:
State how long under its present business name: 10 115
If applicable, list all other names under which the Business identified above operated in the last five years.
TONO MOTORS LLC aba Toro Autosaico
Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No

PURCHASING DIVISION
Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No
Is any litigation pending against the Business? Yes / No.
Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.) If yes, offer need to explain the expected impact both in organizational and directional terms.
Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.
voluntarily excluded, or otherwise disqualified from bidding, proposing, or contractine?
Are there any proceedings, pending relating to the Business responsibility, debannent, suspension, voluntary exclusion, or qualification to receive a public contrast? Yes / No.
Hs 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 pountry provisions been assessed against the Business for failure to complete work on time or far any other reason? Yes / No.
State if company is a certified minority business enterprise:
Yes (No) Disadvantaged Business Enterprise (TBBY V.
Small Disadvantaged Business Enterprise (SDBC) Yes To Other Please specify N (A-
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
and Event Company

CITY OF LAREDO

25.0	COMPANY Recommend Did Pick Purchasing Division
	Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be upleaded onto Cit-E-Bid)
25.1	Number of people amployed:
25,2	Average years of experience of current employees: 5-10 40015
25.3	Total number of certified automotive service excellence (ASE) technicians:
25.4	4 Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement. Yes or No.
25_5	What software or labor rate manual do you use to determine inclusiry standard hours to make repairs?
	Mitchel 1
26.0	Technical Spacifications (FE)
26.1	Technical Specifications (This documentation shall be uploaded onto Cit-E-Bid) How will you meet required turnaround time for service repair?
	Same day (Deponds on type of work)
26.2 26.3	Describe how you ensure that diagnostic assessments and repair recommendations are necessary. Diagnostic checks are fun either due to presence of dishboard indicator clights) or due to per formance issues reported and confirmed or experiently technology. Topo Service and nucleus confer units technician prior to offering at obtaining authorization for any service plan vith our partners calledto. Do you use OEM or aftermarket parts for repairs?
	both
) (Bidder will provide an "estimated quote" for each repair. All repairs must be duty approved by the Fleet General Manager. D'acquestics checks are curreither due to presence of dashboard indicator lights of certain the to performance issues reported and confirmed and or experienced by technicians. Toro service managers confer with technician prov clients. Clients.
-	While there exists work only chealers can perform, Toro Employs the latest in diagnostic took, etc. exceeds that of chealers our shops includes brands as the hop fluster Engineering. Robby the stops includes brands as Autol Brandict, that Engineering Robby the sacs. Chel others.
	City of Laredo Purchasing Divisim, 5512 Thomas Ave. Laredo Term, 1904, 050, 704, 190

		CITY OF LAI	REDO			
27.0	Price Schedule	PURCHASING D	IVISION			
27,1	Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension, braking system, alignments and Power train repairs which includes engine, transmission, axie, etc.)					
		\$ 59.95 \$ 59.95		 	Comments	
	Standard Shop Labor Rate					
	Field Labor Rate			<u> </u>		
	Diagnostic Shop Labor Rate	\$ 59.0				
	Diagnostic Field Labor Rate	\$ 59.0	<u>`</u>			
27.2	Pasts Price Schedule The City reserves the right to supply parts. If pacase basis.			rket parts me	y be accepte	ble on a case by
	Percent of discount offered	<u> </u>	1	5	%	
	Product identification (Mfr.) (Documentation Shall be uploaded onto Cff.E.Bid) Type price schools (dealer, jobber str.)					•
	Type price schedule (dealer, jobber, etc.) (Decumentation Shall be unloaded out of the	F. Dian			monret	
	Price solvedule column on which discount is best distributor, not, wholesale) (Documentation Si uploaded onto Cit-E-Rid)	- d C -	Job Lie	· · · · · · · · · · · · · · · · · · ·		
27.3	Repairs will be completed within working days a	ofter receipt of o			ench (
27 ,4	Business hours are from 8:00 A.M. to (Documentation Shall be uploaded outo Cit-E-	⊃•\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	5_5	days	i per weak.	orking days)
27.5 Warranty: 30 DQU5 (Documentation Shall be uploaded onto Cit-E-Bid)						 o 6 w
	Company Name: Toro Automo					
	Owner/President Name: James					
	Company Address: 1001 Cource			·		
	City, State, Zip Code: LOIYCCO TX 78040					
Company Authorized Representative's Signature:						
	Company Representative's Name: Tanct	Pcyes.				

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

28.0 Conflict of Interest Disclosure

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

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

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 α Class C misdemeanor.

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

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

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

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

	CITY OF LARE	DG ISION
HAVE READ THIS FORM AND GOVERNMENT CODE EXISTS. DOING VECTOR	ATTEST THAT THERE IS NO CONFLICT OF INTI	EREST THUS NO VIOLATION OF SECTION 176,008, L 31.22
CONFLICT OF INTER	REST QUESTIONNAIRE I doing business with local governme	FORM CIQ
	hanges made to the law by H.B. 1491, 80	
his questionnaire is being filed ode by a person who has a busi cal governmental entity and the	f in accordance with Chapter 176, Local C ness relationship as defined by Section 178.00- person meets requirements under Section 1	Government 1(1-a) with a 75,006(a)
riaw this questionneire must be fi titly not later than the 7th busine at require the statement to be fill person commits an offense # #	led with the records administrator of the local gross day after the date the person becomes aw ed. See Section 175.008, Local Government	overnmental
Veniment Code. An offense us	e person knowingly violates Section 176.000 der this section is a Class C misdemeanor.	
	The state of the s	
Mame of person who has a b Check this box if you are if	usiness relationship with local governmen	aire.
Mame of person who has a be Chack this box if you are to (The law requires that you file 7th business day effer the date the	usiness relationship with local government of the province of	paire. 3 appropriate fiting authority not later than the
Manne of person who has a be Check this box if you are to (The law requires that you file 7th business day effective date the	usiness relationship with local governmen	aire. appropriate fiting authority not inter then the
Mame of person who has a base of Check this box if you are if (The law requires that you file 7th business day effect the date the Name of local government office. This section (from 3 including	an update to a previously filed questions an updated completed questionnaire with the originally filed questionnaire became incomplete entire and the minutes are with whom filer has employment or business.	appropriate filing authority not later than the or inaccurate.)
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Check this box if you are to the law requires that you file 7th business day effect the date the Name of local government office an employment or other business has received as necessary. A. is the local government officer na income, from the filer of the questionnaire direction of the local government of governmental entity?	ing an update to a previously filed questions an updated completed questionnaire with the enighalty filed questionnaire becames incomplete en with whom filer has employment or business. Name of Officer Subparts A, B, C & D) must be completed for east relationship as defined by Section 176.0 and hints section receiving or libely to receive teast connains? Yes Tacelving or libely to receive texable income, other officer named in this section AND the taxable	appropriate filing authority not later than the or inaccurate.) Is relationship. If each officer with whom the filer has 101(1-a), Local Government pages to le income, income, other than investment In No or than investment income, from or at the income is not received from the local No
Check this box if you are in the law requires that you file 7th business day eller the date the Name of local government office. This section (item 3 including an employment or other business that you file an employment or other business. This form CIQ as necessary. A. is the local government office may be a from the filer of the questionnaire direction of the local government office years an office. C. Is the filer of this questionnaire government officer serves an office government officer serves an office.	an update to a previously filed questions an updated completed questionnaire with the anighally filed questionnaire becames incomplete enighally filed questionnaire became filer has employment or business relationship as defined by Section 176.0 and in this section received to provide the provided provided in this section AND the taxable of officer named in this section AND the taxable employed by a corporation or other business entire or director, or holds an ownership of 10 percent	appropriate filing authority not later than the por inaccurate.) Its relationship. It each officer with whom the filer has 101(1-a), Local Government pages to 101(1-a), Local Government pages to 101(1-a), Local Government investment Income, other than investment Income, from or at the 10 Income is not received from the local No.
Check this box if you are in the law requires that you file 7th business day eller the date the Name of local government office. This section (item 3 including an employment or other business that you file an employment or other business. This form CIQ as necessary. A. is the local government office may be a from the filer of the questionnaire direction of the local government office years an office. C. Is the filer of this questionnaire government officer serves an office government officer serves an office.	ing an update to a previously filed questions an updated completed questionnaire with the eniginally filed questionnaire becames incomplete en with whom filer has employment or business. Name of Officer subparts A, B, C & D) must be completed for east relationship as defined by Section 176.0 and in this section receives to about the receive to about of the section of the section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of officer named in this section AND the taxable of taxable of the taxable of the taxable of	appropriate filing authority not later than the por inaccurate.) Its relationship. It each officer with whom the filer has 101(1-a), Local Government pages to 101(1-a), Local Government pages to 101(1-a), Local Government investment Income, other than investment Income, from or at the 10 Income is not received from the local No.

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS COUNTY OF WEBB **AFFIDAVIT**

Being first duly swom, deposes and says:

That he/she is

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

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 swom before me this 7th day of lovenbero 22

Inadalue RC wills

My commission expires:

January 29, 2026

GUADALUFE R. CASTILLO My Notary ID #7159552 Expires January 29, 2028

30,0



City of Laredo Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code. *This is a New Submission or Correction or Update to previous submission. L Name of person submitting this disclosure form. Last Suffix Contract Information a) Contract or Project name(5): b) Originating Department(s): 1 Vante demonstration of countries seemed countries with the wire in the countries of the countries. Ton Automotive Name (Print) Name (Print) Signature A Lest any hypothesis embly (lest) that is a paraser parent, substaining busquest embly (lest of the individual or cantry breed in Unesticus? ☐ Not applicable. Contracting party(ics) does not have partner, parent, or subsidiary business entities. ☐ Name of partner, parent, or subsidiary business entity(ies):

*5. List any individuals or entities that will be subcontractors on this contract. Not applicable. No subcontractors will be retained for this
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:
Not applicable. No attorneys, lobbyists or complete that have been returned to asset in seeking the good race.
Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in secking this contract.
List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract
man have been relained to assist in seeking this contract
7. Disclosure of mellifold
7. Disclosure of political contributions.
ist any empaign or officeholder contributions made by the following individuals in the past 24 months totaling more han \$100 to any current member of City Council, former member of City Council
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 overer or officer of contract with the city (Question 3)
(Onestion 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) the pure (d)
e) The spouse of any individual listed in response to (a) through (d) above
y section 6)
Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these dividuals.
List of contributors:
dates on Contributions Required
ormation regarding contributions which have been been a second or the se
this form, up through the time City Council takes action on the contract identified in response to Question 2 and attenuing for 30 calendar days after the contract has been awarded.
Discignage of conflict of interact
YOU aware of any factick with record to the
e you aware of any fact(s) with regard to this contract that would raise a "cunflict of interest" issue under Section of the Ethics Code for any City Council member or beard/commission.
1 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised

CITY OF LARKING PURCHASING DIVISION

by these city officials? PURCHASING DIVISION
Cham not aware of any conflict(a) of
Council or a city board/commission.
☐ I am aware of the following conflict(s) of interest:
*Acknowledgements
D-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.
MNo Contract with Fits Organization
d understand that a person or entity who seeks or applies the a visit of the seeks or applies the a visit of the seeks or applies the a visit of the seeks or applies the seeks o
Junderstand 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 oily officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.
Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.
This no-contract provision shall and the
This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If
Incorporated into the solicitation described as a secondaries with consequence
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.
the first of their other from consideration.
*Conflict of Interest Questionnaire (CIQ)
Chapter 176 of the Local Government Code requires contractor and vondors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.
The state of the city deciming.
ecknowledge that I have been advised a fet
Sovernment Code.
·Oath
A 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.
attachments, to the best of my knowledge and belief are true, correct, and complete.
Janet Keves Will Doon On
Name (Print) Cicryal Manage
Title Title
Company or DRA
Company or DBA Date
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 Leredo

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

31.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

31.1 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.

31.2 Filing Process:

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

The governmental emity 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

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

l	CERTIFICATE OF INTERESTED PAR	TICO	.				
l	THE TENED PAR	CHES		FO	RM 1295		
ŀ					1 of 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		Γ	OFFICE US	EONLY		
1	Name of business entity films form, and the city, state			RTIFICATIO	V OF FILING		
	Name of business entity filing form, and the city, state and country of the business entity's place of business. TORO AUTOMOTIVE LLC Laredo, TX United States			ificate Number: 2-952638			
L				Date Filed:			
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			11/07/2022			
	City of Laredo		Date Acknowledged:				
3	Provide the identification number used by the governmental end description of the services, goods, or other property to be provided.	ity or state agency to track or identify	the c	Optract, and are	tido o		
	FY23-016	ded under the contract.			WICHO M		
	Vehicle repairs for small & medium size vehicles - fleet depar	tment			i		
4	Name of interested Party			Kature o	finterest		
	L stox	City, State, Country (place of busine	15S)	(check a	plicable)		
				Controlling	Intermediary		
		:					
_					j		
		_					
			1				
			+				
_							
		·					
	Check only if there is NO interested Party.						
•	INSWORN DECLARATION						
ħ	My name is I and Rayor	and my date of hin	th Is	08-06-	1985		
A	My address is 1001 Chualaluoe st lance Tr 20010 11						
	(street) (saly) (state) (tab code) (country)						
I	declare under penalty of perjury that the foregoing is true and correct.						
E	executed in Nebb County,	State of TCXOS, on the 3	day	u Nov	2002		
	_	0 0		(month)	(year)		
	<u>Uc</u>	ult Ree	No	٠ ا			
		Signature of authorized agent of contract	tink, h	usiness entity			

Forms provided by Texas Ethics Commission

www.ethics_state.tx.us

Version V3.5.1.d1b92728

32.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd, floor, Laredo, Texas 78040 until 5:00 P.M on November 17, 2022; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on November 18, 2022.

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

Bid: Vehicle Repairs for Small & Medium Size Vehicles - Fleet Department FY23-016

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

Oτ

Hand Delivered:

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Seasion.	OFFICEUSE CNLY
has a business retationship as defined by Section 176.00(1-e) with a local government Code, by a vendor who vendor meets requirements under Section 176.005(a).	Data Received
By law this questionneitre must be illed with the records administrator of the local governmental entry not later then the 7th business day after the date the vender becomes aware of facts that require the statement to be filed. See Section 178.005(a-1), Local Government Code.	
A vendor commiss an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.	
11 Name of vendor who has a husiness relationship with local governmental entity.	
Top Automotive we	
Check this box if you are filing an update to a previously filed questionneirs. (The law recompleted questionneirs with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnairs was incomplete or inaccurate.) 31 Name of local government relieves the property of the pro	quires that you file an updated s day after the dete on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
officer, as described by Section 176.003(a)(2)(A). Also discribe any family relationship with Complete subparts A and B for each complayment or business relationship described. Attach CIQ as necessary.	er, or a tandy member of the the local government officer, additional pages to this Form
CIQ as necessary. A. Is the local government officer et a family combined to the combined of	use local government officer, additional pages to this Form
Describe each employment or other business relationship with the local government officer; as described by Section 176.003(a)(2)(A). Also discribe any family relationship with Gouplete subparts A and B for each employment or business relationship described. Attach CIO as necessary. A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor? Yes No	use local government officer, additional pages to this Form
CIO as necessary. A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor?	additional pages to this Form
CIO as necessary. A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor? Yes No B. Is the vendor receiving or thought a product of the officer receiving or like the vendor.	additional pages to this Form
CIO as necessary. A. Is the local government officer of a family member of the officer receiving or like other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment in fine local government officer or a family member of the officer AND the taxable income governmental entity?	additional pages to this Form sly to receive taxable income, scome, from or at the direction come is not received from the
CIO as necessary. A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor? Yes No B. Is the local government officer or a family member of the officer receiving or like of the local government officer or a family member of the officer AND the taxable income governmental entity? Yes No Describe each employment or business relationship that the vendor assess in Section 1 main other business entity with respect to which the local government or section 1 main other business entity with respect to which the local government of the officer assess in Section 1 main other business entity with respect to which the local government of Section 1 main other business entity with respect to which the local government of the officer receiving or like.	additional pages to this Form sily to receive taxable income, scome, from or at the direction name is not received from the name is not received from the name with a corporation or cer or director, or holds an

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

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

Local Government Code 5 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

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

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

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

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

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

(2) the vendor:

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

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

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

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the \$2-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code \$ 176,096(a) and (a-1)

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

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

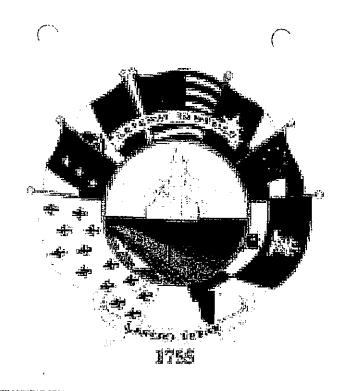
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

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

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

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



哥经前流 Rotex Truck Center, Inc Supplier Response

Event Information

Number,

FY23-016

Title:

FY23-016 Vehicle Repairs For Small & Medium Size Vehicles

Type:

Request For Bid

Issue Date: 10/26/2022

Deadline:

11/17/2022 05:00 PM (CT)

Notes:

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

Rotex Truck Center, Inc Information

Contact: Robert Rosas Address: 11802 Sara Road

Laredo, TX 78045

Phone:

(956) 722-1250

Fax: Email:

· .

(956) 727-7835 robert@rotextrucks.com

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

RICHARD ROSAS

RICHARD@ROTEXTRUCKS.COM

Signature

Submitted at 11/9/2022 09:17:53 AM (CT)

Response Attachments

Conflict of Interest Questionnaire- Completed 10.31.2022.pdf

Conflict of Interest Questionnaire

Non-Collusive Affidavit Form- completed 10.31.22.pdf

Non-Collusive Affidavit Form

Bid Attributes

1 Questionnaire Description

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

Email

2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

ROTEX TRUCK CENTER, INC. / RICHARD ROSAS / 956-722-1250

3 State how long under has the business been in its present business name

14 years

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

N/A

5 State if the Company is a certified minority business enterprise

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

6 | Questions Part 1

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

N

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. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to fiting 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.

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.

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

F	
1	Disclosure Form
Ľ	For details on use of this form, see Section 4.01 of the City's Ethics Code.
1	This is a
L	New Suhmission
1 4	Question 1. Name of person submitting this disclosure form
7	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)
Ŀ	RICHARD ROSAS
1 5	Question 2. Contract Information
	Please include the following: a)Contract or Project Name b)Originating Department
	FY23-016 (FY23-016 Vehicle Repairs For Small & Medium Size Vehicles)
1 6	Question 3. Name of Individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the
, ,	ROTEX TRUCK CENTER, INC.
1	Question 4.1 ist any hydroge entity/i-a) 45-4
7	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.
	Not Applicable
1 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the
ğ	marriada of citally asted in education 2
	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.
e Vi	No response
19	Question 5. List any individuals or entities that will be subcontractors on this contract
9	Not Applicable
7	
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, places able to it.
	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.
	No response
2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking
[Not Applicable
_ I	

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

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

No response

Question 7. Disclosure of political contributions

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

Not Applicable

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

2 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.

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

2 8. Disclosure of Conflict of Interest

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

No response

2 Question 9. Updates Required

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

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

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)

Question 11. Conflict of Interest Questionnaire (CIQ)

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

I have acknowledge that I have been advised (I have acknowledge that I have been advised)

Question 11. Oath

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

RICHARD ROSAS / OPERATIONS MANAGER /ROTEX TRUCK CENTER, INC.

3 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.

 $oxed{oxed}$ I swear or affirm information is correct (I swear or affirm information is correct)

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this Information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form 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 fling application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form (I will comply with this form)

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 Bigs will be prepared in accordance with the following:
- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
- 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (I.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
- 4.0 REJECTION OF BIDS The City may reject a bid if:
- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If blds are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- **6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a

protest:

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

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

to the protesting vendor of the decision.

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

8.0 BIDDER DISCOUNTS

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

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

- (f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist: 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
- 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

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

 Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
- 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). 11.0 PAYMENT & INVOICING
- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount ferms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.
- 12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:
- TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
- OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
- SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
- §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.
- ☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 Insurance Terms and Conditions

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

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

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.
 All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk

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

(I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my Insurance meets minumum requirements)

3 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-0-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

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

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

I certify to the terms and conditions (I certify to the terms and conditions)

Contract Requirements

- **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.
- 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of RFP Only** 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

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

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

3 8	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for Influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded I have read and understand this section (I have read and understand this section)
2	
3 9	Company Background: Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work. (This documentation shall be uploaded onto Cit-E-Bid) Yes (Yes)
4	Technical Specifications
	Technical Specifications (This documentation shall be uploaded onto Cit-E-Bid) ☑ Yes (Yes)
-	Ordinace 2018-O-175
	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Bid Lines

No response

1	Package Header Vehicle Repairs for small & medium light duty vehicles and medium size trucks. (Electrical, suspension, braking system, alignments and Power train repairs which includes engine, transmission, axle, etc.) Quantity: 1 UOM: EA				
	Package Items			. <u> </u>	
	1.1 Standard Shop Labor Rate				
	Quantity: 1 UOM: Hourly Labor Rate 1.2 Field Labor Rate	Price:	\$95.00	Total:	\$95.00
į	Quantity: 1 UOM: Hourly Labor Rate 1.3 Diagnostic Shop Labor Rate	Price:	\$95.00	Total:	\$95.00
	Quantity: 1 UOM: Hourly Labor Rate 1.4 Diagnostic Field Labor Rate	Price:	\$95.00	Total:	\$95.00
. 1	Quantity: 1 UOM: Hourly Labor Rate	Price:	\$95.00	Total:	\$95.00

1.5 Parts Price Schedule: The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.
Percent of discount offered.
Quantity: 1 UOM: Percentage Discount Total: 20% 1.6 Repairs will be completed within working days after receipt of order.
Quantity: 1 UOM: Working Days Price: \$2,00 Total: \$2.00 Supplier Notes: 1 to 2 days depending on severity

Response Total: \$0.00

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSEONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filled with the records administrator of the local governmental antity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filled. See Section 175.008(s.1), Local Government Code.	
A vendor commits an effense if the vendor knowingly violates Section 175.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
ROTEX TRUCK CENTER	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	quires that you file an updated s day after the date on which
Name of local government officer about whom the information is being disclosed.	
NONE	
Name of Officer	
A. is the local government officer or a family member of the officer receiving or the other than investment income, from the vendor?	sely to receive taxable income,
N/A Yes No	
B. Is the vendor receiving or likely to receive texable income, other than investment of the local government officer or a family member of the officer AND the taxable intocal governmental entity?	ncome, from or at the direction come is not received from the
N/A Yes No	
Describe each employment or business relationship that the vendor named in Section 1 ma other business entity with respect to which the local government officer serves as an on ownership interest of one percent or more.	Intains with a corporation or licer or director, or holds an
N/A	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00	f the officer one or more gitts 9(a-1).
by Dy	
Signature of vendor doing business with the governmental entity 10/31/20 Da	

AFFIDAVIT

P	FO	je	ct:

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WEBB {}

AFFIDAVIT

Being first duly swom, deposes and says:

That he/she is

RICHARD ROSAS

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

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

Signature of

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

Subscribed and sworn before me this 15th day of Novertin 22

Notary Rubble

My commission expires:

June 30, 2004

