



City of Laredo
Purchasing Division
RENEWAL NOTICE

March 7, 2024

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension II

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022 is up for renewal. Your company is the primary vendor for this contract. This is second of three extension periods.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	\$ 70.00 Per Hour
Field Labor Rate	\$ 70.00 Per Hour
Diagnostic Shop Labor Rate	\$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature:	
Print Name: <u>JUAN ENRIQUE GONZALEZ</u>	
Date: <u>3/7/2024</u>	



City of Laredo
Purchasing Division
LETTER OF AWARD

April 18, 2023

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension I

Dear Mr. Gomez,

This is to inform you that the contract renewal FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 17, 2023. This is the first of three extension periods. Your company is the primary vendor for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	\$ 70.00 Per Hour
Field Labor Rate	\$ 70.00 Per Hour
Diagnostic Shop Labor Rate	\$ 70.00 Per Hour
Percent of Discount Offered	0%

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 04/17/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director; Jose F. Castillo, Interim Finance Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual parts/service contract FY22-048 with Laredo Mechanical Industrial Services, Laredo, Texas, in an amount up to \$220,000.00 for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. Loftin Equipment, Universal City, Texas, has decided not to renew their portion of this contract. There was no price increase during the last extension period. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for two additional one year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 4/19/22.

BACKGROUND

This contract establishes an hourly service rate and a discount rate for parts for the City's stationary and portable generators. There was no price increase during the last extension period. This is the first of three extension periods. Loftin Equipment, Universal City, TX, has decided not to renew their portion of this contract.

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

extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Pricing Summary:

Description	Laredo Mechanical Industrial Services
Stationary & Portable Generator Services	<u>Established Rates</u>
Standard Shop Labor Rate	\$70.00
Field Labor Rate	\$70.00
Diagnostic Shop Labor Rate	\$70.00
Diagnostic Shop Labor Rate	\$70.00
Percent of Discount Offered	0%
Parts delivered in working days	2

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

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

Attachments

Bid Tab FY22-048

Contract FY22-048



**City of Laredo
Purchasing Division
RENEWAL NOTICE**

March 30, 2023

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Extension I

Dear Mr. Gomez,

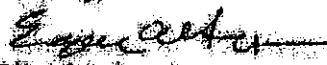
This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department which was approved by council on April 19, 2022, is up for renewal. Your company is the primary vendor for this contract. This is first of three extension periods.

Current Contract Pricing:


Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	\$ 70.00 Per Hour
Field Labor Rate	\$ 70.00 Per Hour
Diagnostic Shop Labor Rate	\$ 70.00 Per Hour
Percent of Discount Offered	0%

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

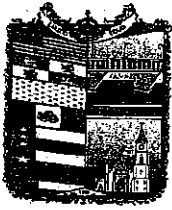
Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Laredo Mechanical Industrial Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: JUAN ENRIQUEZ GONZALEZ	
Date: 4/3/2023	

City of Laredo - Purchasing Division, 3512 Thomas Ave., Laredo, Texas 78041
Phone (956) 794-1731 Fax 790-1805



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

April 20, 2022

Mr. Juan Gomez
Laredo Mechanical Industrial Services, Inc.
121 Ranch Road 6086 C
Laredo, Texas 78043

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Approved by City Council 19, 2022

Dear Mr. Gomez,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the primary vendor for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	\$ 70.00 Per Hour
Field Labor Rate	\$ 70.00 Per Hour
Diagnostic Shop Labor Rate	\$ 70.00 Per Hour
Percent of Discount Offered	0%

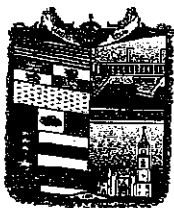
Statutory Requirement to File Form 1295:

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

Xc: Purchasing File



City of Laredo
Purchasing Division
LETTER OF AWARD

April 20, 2022

Ms. Amanda Durand
Loftin Equipment Co.
1241 Universal City Boulevard
Universal City, Texas 78148

Re: Stationary & Portable Generator Parts/Services
Contract FY22-048
Approved by City Council 19, 2022

Dear Ms. Durand,

This is to inform you that the contract FY22-048 for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department was approved by council on April 19, 2022. This contract has three extension periods. Your company will be the secondary vendor for this contract.

Current Contract Pricing:

Description	Hourly Rate
Stationary & Portable Generator Services	
Standard Shop Labor Rate	\$ 116.00 Per Hour
Field Labor Rate	\$ 116.00 Per Hour
Diagnostic Shop Labor Rate	\$ 116.00 Per Hour
Percent of Discount Offered	15%

Statutory Requirement to File Form 1295:

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

Xc: Purchasing File

City Council-Regular

Meeting Date: 04/19/2022

Initiated By: Riazul Mia, Assistant City Manager

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

SUBJECT

Consideration to award annual parts/service contract FY22-048 to the following vendors:

1) Laredo Mechanical Industrial Services, Laredo, TX, in an amount up to \$220,000.00 (Primary Vendor);

2) Loftin Equipment, Universal City, TX, in an amount up to \$80,000.00 (Secondary Vendor);

for the purchase of Original Equipment Manufacturer (OEM) generator parts and services for the City's stationary and portable generators. 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 may be extended for three (3) additional one (1) year periods upon mutual agreement. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bid through Cit-E-Bid for awarding an annual service contract for the purchase of original equipment manufacturer (OEM) generator parts and services for the City's stationary and portable generators. This contract establishes an hourly service rate and a discount rate for parts. Staff has reviewed the bids received and is recommending that this contract be awarded to Laredo Mechanical Industrial Services as a Primary Vendor and Loftin Equipment as a Secondary Vendor.

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. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one year period. The City reserves the right to renew or re-bid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

In determining the **best value** for the City of Laredo the following factors were considered by the Fleet Department, in accordance with corresponding points, in the evaluating bids:

	Max Points
Contractor's Profile & Qualifications	20
Support Letter	5
The bidder's past relationship with the City of Laredo Prior Contracts	25
Pricing & Discount	50
Total	100

Scoring Summary:

Vendor	Evaluation Scores	Awarded Amount	Notes
Laredo Mechanical	94.5	\$ 220,000.00	Primary Vendor
Loftin Equipment	84.5	\$ 80,000.00	Secondary Vendor

Pricing Summary:

Description	Laredo Mechanical Industrial Services	Loftin Equipment Company
Stationary & Portable Generator Services	<u>Established Rates</u>	<u>Established Rates</u>
Standard Shop Labor Rate	\$ 70.00	\$ 116.00

Field Labor Rate	\$ 70.00	\$ 116.00
Diagnostic Shop Labor Rate	\$ 70.00	\$ 116.00
Diagnostic Shop Labor Rate	\$ 70.00	\$ 116.00
Percent of Discount Offered	0%	15%
Parts delivered in working days	2	30

A complete bid tabulation is attached along with the evaluation score.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

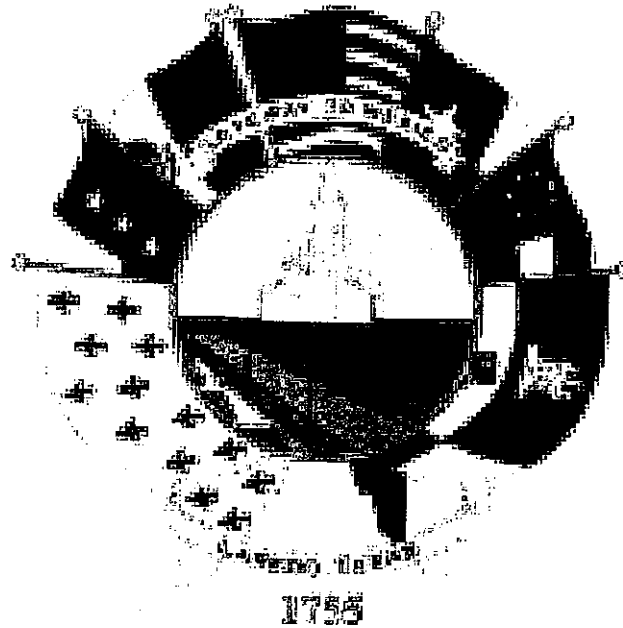
Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

Bid Tab FY22-048
 FY22-048 Contract
 FY22-048 Best Value Scores



FY22-048 Addendum 1

Laredo Mechanical Industrial Services, Inc.

Supplier Response

Event Information

Number: FY22-048 Addendum 1
Title: FY22-048 Stationary & Portable Generator Parts/Services – Fleet
Department
Type: Request For Bid
Issue Date: 3/9/2022
Deadline: 3/30/2022 05:00 PM (CT)
Notes: MANUAL BID DROP-OFF PROCEDURES

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

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

• Name of Bid

•Name of Company submitting Bid

•Address of Company submitting Bid

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

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

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

City Secretary's Office

Contact Information

Contact: Enrique Aldape III

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

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

Laredo Mechanical Industrial Services, Inc. Information

Address: 7305 San Dario Ave
#307

Laredo, TX 78045

Phone: (956) 568-5354

Email: laredomechanical@yahoo.com

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

Martha A Navarro for Laredo Mechanical Ind. Ser
Signature

laredomechanical@yahoo.com
Email

Submitted at 3/31/2022 10:24:06 AM

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 Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	Name of Offeror (Business) No response
3	Print Name of person authorized to sign bid No response
4	Title No response
5	Business Address No response
6	City, State, Zip Code No response
7	Telephone Number No response
8	Federal Tax ID Number No response
9	Bidders Principal/Corporate Place of Business Address No response

1 0	Indicated Status of Business <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Corporation</div>
1 1	If other state business status <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 2	State how long under its present business name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 3	If applicable, list all other names under which the Business identified above operated in the last five years <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 4	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
1 5	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
1 6	Question 2 Is any litigation pending against the Business? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
1 7	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
1 8	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 9	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
2 0	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
2 1	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>

2 2	Question #8	Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <input style="width: 100px;" type="text" value="No"/>
2 3	Question #9	Is the Business in arrears in any contract or debt? <input style="width: 100px;" type="text" value="No"/>
2 4	Question #10	Has the Business been a defaulter, as a principal, surety, or otherwise? <input style="width: 100px;" type="text" value="No"/>
2 5	Question #11	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <input style="width: 100px;" type="text" value="No"/>
2 6	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.
2 7	Historically Underutilized Business (HUB)	<input style="width: 100px;" type="text" value="No"/>
2 8	Small Disadvantaged Business Enterprise (SDBC)	<input style="width: 100px;" type="text" value="No"/>
2 9	Disadvantaged Business Enterprise (DBE)	<input style="width: 100px;" type="text" value="No"/>
3 0	Other: Please specify	<input style="width: 800px;" type="text" value="No response"/>
3 1	This company is not a certified minority business	<input type="checkbox"/> <i>This company is not a certified minority business (This company is not a certified minority business)</i>
3 2	Contact Person Email Address	<input style="width: 100px;" type="text" value="No response"/>

3 Conflict of Interest Disclosure

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

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

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

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

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

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

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

3 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.

3 Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST
5 THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS

If you attest there is no conflict of interest, please skip sections 2-8.

☐ I attest there is no conflict of interest (I attest there is no conflict of interest)

3 Question 2. Name of person who has a business relationship with local governmental entity

No response

3 7	Question 3. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) <input type="checkbox"/> I am filing an update (I am filing an update)
3 8	Question 4. Name of local government officer(s) with whom filer has employment or business relationship. This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary. <div style="border: 1px solid black; padding: 2px;">No response</div>
3 9	Question 5. Sub-Part A A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? <div style="border: 1px solid black; padding: 2px;">No response</div>
4 0	Question 6. Sub-Part B B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <div style="border: 1px solid black; padding: 2px;">No response</div>
4 1	Question 7. Sub-Part C C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? <div style="border: 1px solid black; padding: 2px;">No response</div>
4 2	Question 8. Sub-Part D D. Describe each employment or business relationship with the local government officer named in this section <div style="border: 1px solid black; padding: 2px;">No response</div>
4 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
4 4	This is a <div style="border: 1px solid black; padding: 2px;">No response</div>
4 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px;">No response</div>
4 6	Question 2. Contract Information Please include the following: a) Contract or Project Name b) Originating Department <div style="border: 1px solid black; padding: 2px;">No response</div>

47	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
48	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
49	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
50	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
51	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/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) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
52	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.
53	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
54	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. <input type="checkbox"/> I have read and understand this section (I have read and understand this section)

55	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 contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact 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. <input type="checkbox"/> I have read and understand this section (I have read and understand this section)
56	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. <input type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)
57	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text"/> No response
58	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. <input type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)
59	Company Information Questionnaire <input type="checkbox"/> I have completed this section (I have completed this section)
60	Conflict of Interest Questionnaire <input type="checkbox"/> I have completed this section (I have completed this section)
61	Non-Collusive Affidavit <input type="checkbox"/> I have completed and Included this form (I have completed and included this form)
62	Discretionary Contracts Disclosure <input type="checkbox"/> I have completed this section (I have completed this section)

**6
3** **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:

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)

**6
4** **Terms and Conditions for Request for Bids**

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to request additional compensation.

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us 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 based on **Best Value** and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

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

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

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

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

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must

remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

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

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

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

6 5 Ordinance 2018-O-175

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

☐ No response

6 6 Overview of Company as per 20.0

Section I: Overview of Company (upload onto Cit-E-Bid)

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

☐ Yes (Yes)

6 7 Support Letter as per 21.0

Section II: Support Letter (upload onto Cit-E-Bid)- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

☐ Yes (Yes)

6 8 Bidder's Past Relationship with the City of Laredo as per 22.0

Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) -- Prior Contracts.

☐ Yes (Yes)

6 9 Addendum

Addendum Requires Acknowledgement of FY22-048 Attachment A Generator List

☐ Acknowledge (Acknowledge)

Bid Lines

1 Package Header

Section IVA: Stationary and Portable Generator Repair OEM Parts

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG

Total: No response

Manufacturer: _____

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA

Total: No response

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

Quantity: 1 UOM: Days

Total: No response

2 Package Header

Section IVB: Stationary and Portable Generator Repair Services Labor Rate

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG

Total: No response

Manufacturer: _____

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

Response Total: 0

CITY OF LAREDO
PURCHASING DIVISION



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

**STATIONARY AND PORTABLE GENERATOR PARTS/SERVICES
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM generator parts and services for the City's stationary and portable generators 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.iowave.net/Login.aspx>

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 March 30, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.

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

**Bid: Stationary & Portable Generator Parts/Services – Fleet Department
FY22-048**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.iowave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Jose A. Valdez Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

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

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

City Secretary's Office

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bid and other contract provisions for awarding annual contracts for the supply of OEM generator parts and services for the City's stationary and portable generators for the Fleet Department. Copies of the specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: [www.ci.laredo.tx.us](https://cityoflaredo.ionwave.net/Login.aspx) or through <https://cityoflaredo.ionwave.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on March 30, 2022, and all bids received will be opened and publicly read at 10:00 AM at the Office of the City Secretary on March 31, 2022.

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FY22-048**

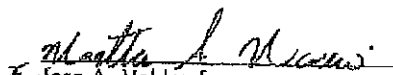
Bids can be downloaded and submitted through **Hand Delivered:**
Cit-E-Bid:

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

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 8th DAY OF MARCH 2022.


For: Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the

**CITY OF LAREDO
PURCHASING DIVISION**

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.

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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.

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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 based on Best Value and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

please contact: Jorge J. Jolly,

Accounts Payable Manager

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St.

Laredo, TX 78040.

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12.0 INSURANCE REQUIREMENTS

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

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

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- (j) Certificates of Insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 **CONTRACT REQUIREMENTS**

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

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

13.2 **PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**

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

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

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

13.4 **CONTRACT DISCLOSURE FORMS (Attached)**

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

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

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

Conflict of Interest Disclosure:

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

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

Certificate of Interested Parties (Form 1295)

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

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

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

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

CITY OF LAREDO
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Formal Invitation for Bids
Stationary & Portable Generator Parts/Services
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and services for stationary and portable generators 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>

15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, March 15, 2022 at 2:00 PM to: Email: ecaldape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

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

16.0 General Requirements

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

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

16.3 Bids will be awarded to multiple bidders meeting the city's requirements.

16.4 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.

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

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

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

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

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

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- 16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 17.0 **Specifications**
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 17.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 17.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 17.3 A written Delivery Order must be issued prior to any work being performed.
- 17.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 17.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 17.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 17.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 17.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 17.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 17.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 17.11 Invoices:
- 17.11.1 Must be legible and reference a valid purchase order number.
- 17.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.

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- 17.11.3 Must list labor hours as applicable for all work billed.
- 17.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 17.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.
- 17.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 17.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 17.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 17.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 17.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.
- 18.0 Evaluation Criteria**
The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFB. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFB. Criteria to be evaluated may include the items listed below.
- The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.
- 18.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

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

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

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (20.0)	20
II	Support Letter (21.0) (upload onto Cit-E-Bid)	5
III	The bidder's past relationship with the City of Laredo - Prior Contracts (22.0) (upload onto Cit-E-Bid)	25
IV	Pricing & Discount (29.0) (upload onto Cit-E-Bid)	50
	Total	100

Rating of Definitions for % point Method

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

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (20.0)	20	70%	14.00
II	Support Letter (21.0)	5	80%	4.00
III	The bidder's past relationship with the City of Laredo - Prior Contracts (22.0)	25	90%	22.50
IV	Pricing & Discount (29.0)	50	100%	50.00
	Total Score			90.50

19.0 Required Submittals

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

**CITY OF LAREDO
PURCHASING DIVISION**

20.0 Section I: Overview of Company (upload onto Cit-E-Bid)

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

20.1 Provide an overview of your company (years in service, number of employees, etc.).

LAREDO MECHANICAL IND. SERVS., INC WAS ESTABLISHED 15 YEARS AGO IN LAREDO, TX TO PROVIDE SERVICES TO THE COMMUNITY, OWNERS HAVE A VAST EXPERIENCE ON THIS INDUSTRY AND ARE COMMITTED TO PROVIDE QUALITY SERVICES. OUR COMPANY HAS A PROFESSIONAL SUPPORT TEAM AND SUPPLIERS THAT HELP US TO COMPLY WITH OUR ASSIGNMENTS ON A TIMELY AND QUALITY MANNER. DURING THESE YEARS WE GAIN CUSTOMERS IN DIFFERENT INDUSTRIES LIKE MAQUILA, TRANSPORTATION AND CONSTRUCTION COMPANIES, AND ALSO WE HAD WORK WITH PRIVATE AND GOVERMENT AGENCIES WE PROVIDE SERVICES THAT INCLUDES REPAIR HYDRAULIC CYLINDERS, WATER PUMPS, GENERATORS, AIR COMPRESSORS BLOWERS AND INSTALL AND REPAIR INDUSTRIAL PARTS.

20.2 SINCE 2013 WE HAD BEEN AWARDED WITH SEVERAL CITY OF LAREDO CONTRACTS FROM FLEET AND UTILITIES DEPTS. List of specialized equipment which will be used to comply with this contract obligation.

AMPROBE METERS

MULTIMETER METER

FUEL TESTER METER

TEMPERATURE METER

RPM METER

HAND TOOLS

21.0 Section II: Support Letter (upload onto Cit-E-Bid)- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

GENERATOR	NAME OF SUPPLIER	ADDRESS	CITY	PHONE	CONTACT
CUMMINS	SO-TEX ENGINE & GENERATOR	4893 FM 1516 N	CONVERSE, TX	(210) 661-8193	RICK GREEN
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE 35	SAN ANTONIO, TX	(210) 961-4883	PHILIP C.
GENERAC	WPI-WAUKESHA PEARCE IND.	5934 N. EXPRESSWAY	EDINBURG, TX	(956) 386-0107	JIMMIE S.
KOHLER	GENERATOR POWER SYSTEMS, LLC	21555 RHODES RD	SPRING, TX	(210) 350-8222	YVONNE
PERKINS	KOEMNING	1050 S E. LOOP 410	SAN ANTONIO, TX	(210) 648-4600	MICHEAL E.
TAYLOR	TAYLOR SUDDEN SERVICE	120 HERMAN SONS RD	COMFORT, TX	(830) 995-3465	ROBERT T

**CITY OF LAREDO
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22.0 Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) – Prior Contracts.

Prior Contracts: FY21-022 STATIONARY & PORTABLE GENERATORS FLEET BEGINS 10/2021			
FY14-016	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/06/2014 5 EXT ENDS 11/2020
FY14-042	WATER PUMP REPAIRS	UTILITIES	5 EXT. ENDS 1/22/2020
FY14-046	MCNEILUS SIDE LOADERS	FLEET	BEGINS 02/2014
FY16-054	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 07/18/2016 3 EXTENSIONS
FY17-003	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/21/2016 3 EXTENSION ENDS 11/18/2020
FY17-034	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 05/04/2017 4 EXTENSIONS
FY19-063	AUTOMATED SIDE & REAR LOADER SERVICE	FLEET	BEGINS 05/04/2019 4 EXTENSIONS
FY20-026	WATER PUMP REPAIRS	UTILITIES	BEGINS 4/6/2020
FY21-001	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 11/02/2020 3 EXTENSIONS
FY21-038	TRAILER REPAIR FOR SMALL AND MEDIUM SIZE TRAILERS	FLEET	

23.0 Term of Contract FY21-009 HYDRAULIC CYLINDER REPAIR/REPLACEMENT FLEET BEGINS 11/21/2018 4 EXTENSIONS

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.

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

24.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded based on **Best Value** and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. **There will be one primary and one secondary vendor for this contract.**

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.

CITY OF LAREDO
PURCHASING DIVISION

24.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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

25.0 Price Adjustment*****

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

26.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material 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.

Delivery time for all items ordered under the terms and conditions of this contract are 1-2 WORKING DAYS working days from date of order.

Bidder's business hours: From: 9:00 a.m. to 5:00 p.m.

Days of week: 7 DAYS OF THE WEEK

27.0 Required Format and Contents of Bid Submission

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

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

CITY OF LAREDO
PURCHASING DIVISION

28.0 Bidder Information Questionnaire

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

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

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

Signature [Signature] Date 03/23/2022
of person authorized to sign bid

Print Name JUAN ENRIQUE GONZALEZ
of person authorized to sign bid

Title: PRESIDENT

Business Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TEXAS 78043

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

Contact Person Email Address: LAREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

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

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: N/A

State how long under its present business name: SIXTEEN YEARS

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

N/A

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

CITY OF LAREDO
PURCHASING DIVISION

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

Is any litigation pending against the Business? Yes / ☐ No ☒

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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

CITY OF LAREDO
PURCHASING DIVISION

29.0 **Price Schedule (Section IV)**

29.1 **Section IVA: Stationary and Portable Generator Repair OEM Parts**

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

29.1.2 OEM Parts Discount:

Percent of discount offered	0 %
-----------------------------	-----

Parts will be delivered within 1-2 W.D. working days after receipt of order.

29.2 **Section IVB: Stationary and Portable Generator Repair Services**

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

29.2.1 Labor Rates:

Labor Rate for Services	Hourly Rate
Standard Shop Labor Rate	\$ 70.00
Field Labor Rate	\$ 70.00
Diagnostic Shop Labor Rate	\$ 70.00
Diagnostic Field Labor Rate	\$ 70.00

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: 

Company Representative's Name: JUAN ENRIQUE GONZALEZ

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

CITY OF LAREDO
PURCHASING DIVISION

30.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

JUAN ENRIQUE GONZALEZ

Name

Signature

03/29/2022

Date

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.
N/A

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

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

3 Name of local government officer with whom filer has employment or business relationship.
N/A
Name of Officer

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

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

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

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

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

N/A

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit


AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is JUAN ENRIQUE GONZALEZ
(a Partner or 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 _____ day of _____ 20 _____.

Notary Public _____

My commission expires:

CITY OF LAREDO
PURCHASING DIVISION

32.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

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

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

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

JUAN	E	GONZALEZ	
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY22-048 STATIONARY AND PORTABLE GENERATOR PARTS/SERVICES

b) Originating Department(s): FLEET DEPARTMENT

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

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

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

***Acknowledgements**

☒ **Updates Required**

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

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

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

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

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

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

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

***Oath**

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

JUAN ENRIQUE GONZALEZ

Name (Print)

Signature

PRESIDENT

Title

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Company or DBA

03/29/2022

Date

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

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

CITY OF LAREDO
PURCHASING DIVISION

33.0 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/tcc/1295-Info.htm>.

Implementation of House Bill 1295

33.1 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.

33.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>				
6 AFFIDAVIT <div style="float: right; text-align: right;"> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. </div> <div style="clear: both;"></div> <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

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

CITY OF LAREDO
PURCHASING DIVISION

34.0 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 March 30, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 31, 2022.

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

**Bid: Stationary & Portable Generator Parts/Services – Fleet Department
FY22-048**

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

or

Hand Delivered:

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

CITY OF LAREDO
PURCHASING DIVISION

ATTACHMENT "A"
TEARDOWN AND QUOTATION

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

VENDOR NAME: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

DATE: 03/29/2022

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

NAME: TBD

PHONE #: _____

EQUIPMENT: TO BE DETERMINATE

TBD

TBD

(TYPE OF UNIT)

(SERIAL NO.)

(UNIT/VEHICLE NO.)

DESCRIPTION OF PROBLEMS AND/OR OPERATOR/USER COMPLAINTS:
TO BE DETERMINATE

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

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

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

INSIDE LABOR HOURS: TBD HOURS @ \$ 70.00 /HOUR
PARTS FROM VENDOR FACILITY:
PARTS FROM OUTSIDE SOURCES:
SHOP CHARGE:

- TOTAL: \$ TBD
- TOTAL: \$ TBD
- TOTAL: \$ TBD
- TOTAL: \$ TBD
GRAND TOTAL: \$ TBD

REASSEMBLY CHARGE IF NOT REPAIRED:

- TOTAL: \$ TBD

WORKED WILL BE COMPLETED WITHIN 1-2 WORKING DAYS CALENDAR DAYS AFTER A PURCHASE ORDER HAS BEEN RECEIVED.

WARRANTY (MATERIALS/LABOR): FOUR MONTHS

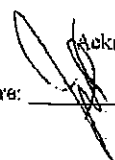
Do not reassemble or repair the equipment, or incur any costs or obligations to City of Laredo without prior approval. Any and all discussions concerning repairs required must be through the undersigned.

Thank you for your prompt consideration.

Acknowledged by City:

Signature: _____ Phone: _____ Date: _____

Acknowledged by Vendor:

Signature:  Phone: (956) 568-5354 Date: 03/29/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

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

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

PRODUCER CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041		CONTACT NAME: Noe Cubriel, CIC PHONE: (956)568-5290 FAX: (956)568-5294 E-MAIL: noe@cubrielinsurance.com ADDRESS: NOE CUBRIEL INSURANCE CO. INSURER(S) AFFORDING COVERAGE: INSURER A: THE BURLINGTON INSURANCE CO. INSURER B: PROGRESSIVE INSURANCE INSURER C: THE HANOVER INSURANCE COMPANY INSURER D: INSURER E: *****UPDATED***** INSURER F:	
INSURED LAREDO MECHANICAL INDUSTRIAL SERVICE 4619 SAN DARIO STE# 542 LAREDO, TX 78041		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> GLASS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	957BG04614-01	8/16/2021	8/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	08079425-3	8/24/2021	8/24/2022	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y	WZD H451528-01	12/15/2021	12/15/2022	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH. <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - CA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)					

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

CERTIFICATE HOLDER CITY OF LAREDO 1102 BOB BULLOCK LOOP LAREDO, TEXAS 78043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 02:03 PM CST

United ISD Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	8011201117
Name	Laredo Mechanical Industrial Servs, Inc
Payment Date	02/11/2022
Payment Time	02:03:28 PM, CST
Payment Type	Electronic Check
	INTER NATL BK OF MCALLEN -
	xxxxx0253
Reference #	9210063073
Transaction ID:	21942009
Payment Amount	\$1267.95
Service Fee	\$10.00
Total Amount	\$1277.95

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "GOVERNMENT PAYMENTS"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

Government Payments - EZNETPAY

From: payment@eznetpay.net (payment@eznetpay.net)

To: laredomechanical@yahoo.com

Date: Friday, February 11, 2022, 01:57 PM CST

Webb County Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	Webb County Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	JUAN E GONZALEZ
Payment Date	02/11/2022
Payment Time	01:57:21 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx156
Reference Number	9270083519
Transaction ID:	k2p44eam
Payment Amount	\$785.28
Service Fee	\$23.55
Total Amount	\$808.83

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

2/11/22, 1:50 PM

Click2Gov - Payment Receipt - Payment Successful



Payment Receipt

Thank you for your payment.

Transaction Results:

Transaction Status

Success

Auth Code

000022

Reference Number

124762554

Payment Method:

Charged To

Master Card ****4156

Account Holder

GONZALEZ, JUAN E

Billing Address

4619 SAN DARIO AVE SUITE 542, Laredo, TX 78041

Transaction Overview:

Total Amount

\$682.35

Payment Date

02/11/2022 01:50 PM

Charge Details

PREVIOUS AND ACTUAL CONTRACTS

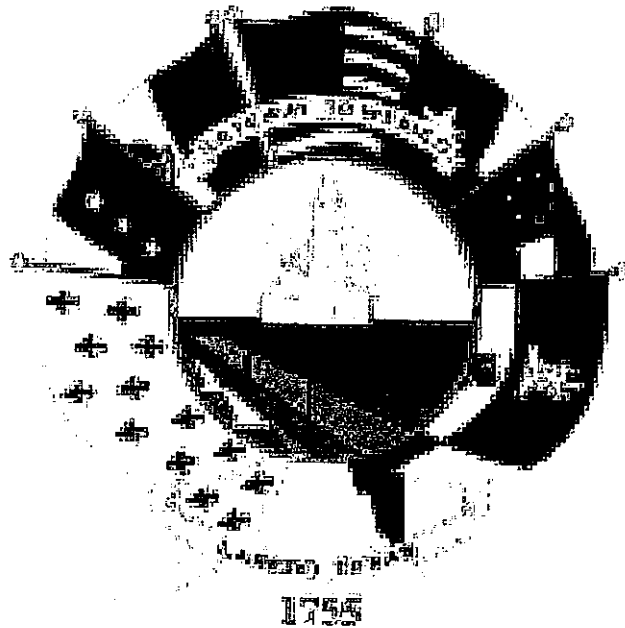
CONTRACTS	DESCRIPTION	DEPARTMENT	PERIOD
FY14-016	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/06/2014 5 EXT ENDS 11/1/2020
FY14-042	WATER PUMPS REPAIRS	UTILITIES	5 EXTENSION ENDS 1/22/2020
FY14-046	MONEILUS SIDE LOADERS	FLEET	BEGINS 02/2014 ENDS
FY16-054	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 07/18/2016 3 EXT ENDS 2019
FY17-003	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/21/2016 3 EXT ENDS 11/18/2020
FY17-034	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 05/04/2017 3 EXT ENDS 5/22/2020
FY19-053	AUTOMATED SIDE & REAR LOADER SERVICE	FLEET	BEGINS 05/04/2019 3 EXTENSIONS
FY20-025	WATER PUMPS REPAIRS	UTILITIES	BEGINS 4/6/2020 3 EXTENSIONS
FY21-001	AUTOMATED SIDE & REAR LOADER OEM PARTS & SERVICE	FLEET	BEGINS 11/02/2020 3 EXTENSIONS
FY21-009	HYDRAULIC CYLINDER REPAIR	FLEET	BEGINS 11/16/2020 3 EXTENSIONS
FY21-021	AUTOMATED SIDE LOADER GS PRODUCTS OEM PARTS & SERVICE	FLEET	BEGINS 1/19/2021 3 EXTENSIONS
FY21-022	STATIONARY & PORTABLE GENERATOR PARTS	FLEET	BEGINS 1/19/2021 3 EXTENSIONS

STANDBY GENERATORS SUPPLIERS

Generator Brand	Name of Supplier Company	Address	City	Phone	Name of Contact	Notes
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	220 N. INTERSTATE 35	SAN ANTONIO, TX 78218	(210) 655-5420 X217	CECIL ANDERSON	PARTS & SERVICE
CUMMINS	CUMMINS SOUTHERN PLAINS, LLC	226 N. INTERSTATE 35	SAN ANTONIO, TX 78218	(210) 961-4883	PHILIP CAMPOS	PARTS & SERVICE
GENERAC	WPI, WAUKESHA PEARCE, IND.	5934 NORTH EXPRESSWAY	EDINBURG, TX	(956) 388-0107	JIMMIE B. SIMPSON	PARTS & SERVICE
CUMMINS	SO-TEX ENGINE & GENERATOR	4893 FM 1518 N	CONVERSE, TX	(210) 681-8183	RICK GREEN	PARTS & SERVICE
KOHLER	GENERATOR POWER SYSTEMS, LLC	21535 RHODES RD	SPRING, TX	(210) 350-8222	YVONNE	PARTS & SERVICE
PERKINS	ENNING DBA DIESEL ENGINE & INJECT	1050 S. E. LOOP 410	SAN ANTONIO, TX 78218	(210) 644-4600	MICHEAL EICHMAN	PARTS & SERVICE
TAYLOR	TAYLOR SUDDEN SERVICE	120 HERMAN SONS RD E	COMFORT, TX	(830) 995-3465	ROBERT T	PARTS & SERVICE

REFERENCES

Name of local/ State or Private Company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (if applicable)
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(926) 727-6450	RON MILLER	JANUARY 2023
CITY OF LAREDO FLEET DEP.	1102 BOB BULLOCK	(956) 727-6450	RUBEN AMESQUITA	NOV. 2022
CITY OF LAREDO FLEET DEP.	NORTHSIDE WTP	(956) 721-2020	TOMAS HERNANDEZ	APRIL 2022
CITY OF LAREDO FLEET DEP.	ZACATE WTP	(956) 721-2020	JOE SALAZAR	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5818 DAUGHERTY	(956) 721-2100	ANGEL LEON	APRIL 2022
CITY OF LAREDO FLEET DEP.	LIFT STATION 5816 DAUGHERTY	(956) 552-1283	JOSE LUIS CENTENO	APRIL 2022
CITY OF LAREDO FLEET DEP.	2519 JEFFERSON	(956) 795-2620	BENNY MOTA	APRIL 2022



FY22-048 Addendum 1 Loftin Equipment Co. Supplier Response

Event Information

Number: FY22-048 Addendum 1
Title: FY22-048 Stationary & Portable Generator Parts/Services – Fleet
Department
Type: Request For Bid
Issue Date: 3/9/2022
Deadline: 3/30/2022 05:00 PM (CT)
Notes: MANUAL BID DROP-OFF PROCEDURES

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

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

• Name of Bid

•Name or Company submitting Bid

•Address of Company submitting Bid

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

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

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

City Secretary's Office

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Loftin Equipment Co. Information

Address: 1241 Universal City Blvd
Universal City, TX 78148
Phone: (210) 870-0974
Web Address: www.loftinequip.com

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

Amanda Durand

Signature

Submitted at 3/30/2022 12:35:14 PM

adurand@loftinequip.com

Email

Response Attachments

1295.pdf

1295

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

CIQ

Signed Affidavit.pdf

Signed Affidavit

SA Work History with Mini Resume.pdf

Loftin Mini Resume

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 Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	Name of Offeror (Business) Loftin Equipment Co.
3	Print Name of person authorized to sign bid Troy Alvarado
4	Title Service Sales Account Manager
5	Business Address 1241 Universal City Blvd

6	City, State, Zip Code Universal City, TX 78148
7	Telephone Number (210) 881-1623
8	Federal Tax ID Number 86-0041520
9	Bidders Principal/Corporate Place of Business Address 6113 Brittmoore Rd. Houston, TX 77041
10	Indicated Status of Business Corporation
11	If other state business status No response
12	State how long under its present business name 46 years
13	If applicable, list all other names under which the Business Identified above operated in the last five years N/A
14	Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? No
15	Question #1 Has the business, or any officer or partner thereof, failed to complete a contract? No
16	Question 2 Is any litigation pending against the Business? No
17	Question #3 Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? No
18	Question #4 If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. No response

19	Question #5 Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
20	Question #6 Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
21	Question #7 Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
22	Question #8 Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
23	Question #9 Is the Business in arrears in any contract or debt? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
24	Question #10 Has the Business been a defaulter, as a principal, surety, or otherwise? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
25	Question #11 Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
26	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.
27	Historically Underutilized Business (HUB) <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
28	Small Disadvantaged Business Enterprise (SDBC) <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
29	Disadvantaged Business Enterprise (DBE) <div style="border: 1px solid black; width: 100px; height: 15px; margin-top: 5px;"></div>
30	Other: Please specify <div style="border: 1px solid black; width: 100%; height: 15px; margin-top: 5px;"></div>

3 1	This company is not a certified minority business <input checked="" type="checkbox"/> This company is not a certified minority business (This company is not a certified minority business)
3 2	Contact Person Email Address <div style="border: 1px solid black; padding: 2px; display: inline-block;">talvarado@loftinequip.com</div>
3 3	Conflict of Interest Disclosure <p>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.</p> <p>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.</p> <p>The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflictforms.htm.</p> <p>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:</p> <ol style="list-style-type: none"> 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 <p>If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.</p>
3 4	Conflict of Interest Questionnaire Form CIQ <p>For vendor or other person doing business with local governmental entity.</p> <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>

3 5	Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS If you attest there is no conflict of interest, please skip sections 2-8. <input checked="" type="checkbox"/> I attest there is no conflict of interest (I attest there is no conflict of interest)
3 6	Question 2. Name of person who has a business relationship with local governmental entity <div style="border: 1px solid black; padding: 2px;">Loftin Equipment Co.</div>
3 7	Question 3. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) <input type="checkbox"/> I am filing an update (I am filing an update)
3 8	Question 4. Name of local government officer(s) with whom filer has employment or business relationship. This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary. <div style="border: 1px solid black; padding: 2px;">N/A</div>
3 9	Question 5. Sub-Part A A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? <div style="border: 1px solid black; padding: 2px;">No</div>
4 0	Question 6. Sub-Part B B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <div style="border: 1px solid black; padding: 2px;">No</div>
4 1	Question 7. Sub-Part C C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? <div style="border: 1px solid black; padding: 2px;">No</div>
4 2	Question 8. Sub-Part D D. Describe each employment or business relationship with the local government officer named in this section <div style="border: 1px solid black; padding: 2px;">No response</div>
4 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
4 4	This is a <div style="border: 1px solid black; padding: 2px;">New Submission</div>
4 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px;">Troy Alvarado</div>

4 6	Question 2. Contract Information Please include the following: a) Contract or Project Name b) Originating Department <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">City of Laredo FY22-048</div>
4 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Loftin Equipment Co.</div>
4 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
4 9	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
5 0	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
5 1	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/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) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
5 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.
5 3	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>

5 4	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
5 5	<p>Question 10. No Contract with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.</p> <p>This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
5 6	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)</p>
5 7	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company:</p> <p>1) Name 2) Title 3) Company or DBA 4) Date</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Troy Alvarado Service Sales Account Manager Loflin Equipment Co. 03/29/2022</p> </div>
5 8	<p>Question 12. Oath</p> <p>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.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)</p>
5 9	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>
6 0	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>
6 1	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form (I have completed and included this form)</p>
6 2	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section (I have completed this section)</p>

6
3**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:

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)

6
4**Terms and Conditions for Request for Bids**

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

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.

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

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us 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 based on **Best Value** and the criteria listed in this bid and in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and one secondary vendor for this contract.

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

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

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

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

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

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

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

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

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

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must

remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

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

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

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

6 5 Ordinance 2018-O-175

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

No response

6 6 Overview of Company as per 20.0

Section I: Overview of Company (upload onto Cit-E-Bid)

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

☒ Yes (Yes)

6 7 Support Letter as per 21.0

Section II: Support Letter (upload onto Cit-E-Bid)- The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract.

☒ Yes (Yes)

6 8 Bidder's Past Relationship with the City of Laredo as per 22.0

Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) ~ Prior Contracts.

☒ Yes (Yes)

6 9 Addendum

Addendum Requires Acknowledgement of FY22-048 Attachment A Generator List

☒ Acknowledge (Acknowledge)

Bid Lines

1 Package Header

Section IVA: Stationary and Portable Generator Repair OEM Parts

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG Total: No response

Manufacturer: _____

Item Notes: _____

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 15%

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

Quantity: 1 UOM: Days Total: 30%

2 Package Header

Section IVB: Stationary and Portable Generator Repair Services Labor Rate

(Standard generator repairs for portable generators and medium to large stationary generators) (Electrical, hydraulic, standard maintenance repairs)(Generator brands Generac, Onan, Cummins, Caterpillar, Honda, etc.)

Quantity: 1 UOM: PKG Total: \$464.00

Manufacturer: _____

Item Notes: _____

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$116.00 Total: \$116.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$116.00 Total: \$116.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$116.00 Total: \$116.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$116.00 Total: \$116.00

Response Total: \$464.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-866190

Date Filed:
03/29/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Loftin Equipment Co.
Universal City, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY22-048
Stationary & Portable Generator Parts/Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Loftin Equipment Co.	Universal City, TX United States	X	

5 Check only if there is NO interested Party. ☐

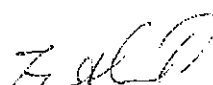
6 UNSWORN DECLARATION

My name is Troy Alvarado and my date of birth is 06/07/1978

My address is 6113 Brittmoore Rd, Houston, TX, 77041, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 29th day of March, 20 22.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Loftin Equipment Co.

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

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

03/29/2022

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF ~~WEBB~~ {}
El Paso

Being first duly sworn, deposes and says:

That he/she is

Loftin Eggen
(a Partner or 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]
Signature of:

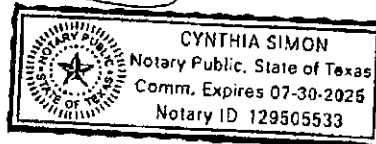
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 29 day of March 2022.

[Signature]
Notary Public

My commission expires:

07/30/2025



Loftin Equipment Co.

1241 Universal City Blvd

Universal City, TX 78148

Five Year Work History/Resume

Loftin Equipment has been in business since 1976. Loftin Equipment is a Premier Kohler Distributorship. We provide power generation equipment service, repairs, testing and upgrades, generator rental and new equipment sales.

Loftin Equipment is a leading, Kohler distributor in North America, offering all products from the Kohler Power Systems lineup including Engines, Industrial Generators, Marine Generators, and a Rental Program.

Loftin Equipment Co., Inc. is an Arizona Corporation, Owned by Mark Loftin (51%) and Charles Loftin (49%).

Physical Address is: 2111 E. Highland Ave. Ste. 255, Phoenix, AZ 85016. The Mailing address is: PO Box 10376, Phoenix, AZ 85064.

Company Description

On December 21, 1976, Mark Loftin (age 21) purchased Nelson Electric, the Kohler Power Systems distributor for Arizona. With continued growth throughout the 70's and early 80's, Loftin Equipment Co. expanded its territory to service Southern Nevada for Kohler Power Systems in 1985.

In 1990 Loftin Equipment Co. was awarded the Kohler engine line for Arizona and Southern Nevada. Throughout the 90's, LEC's engine sales and service business continued to grow and in 1998 and in 1998 LEC was awarded the Kubota Engines line of diesel engines.

In 2003, Kohler Power Systems AOR was once again expanded and LEC was awarded New Mexico. The following year, LEC was awarded South Texas for Kohler Power Systems.

In 2007, LEC acquired Bay City Electric Works from Tom Claycomb and secured the Kohler Power Systems territory for Southern California. In 2010, LEC was awarded the entire State of Texas and established its North Texas location in Irving.

Throughout our History, we have grown from a single location service the State of Arizona to 11 Locations now serving territory from California to Texas. Loftin Equipment Co. has been working in the generator industry for over 40 years.

Loftin Equipment currently maintains Generator Systems (engines, controllers and transfer switches) from all the major manufacturers including, Kohler, Onan, Stewart & Stevenson, CAT, MTU, Detroit Diesel, Generac as well as many other brands.

Loftin Equipment has experience maintaining both public and private sector contracts. We are currently under contract by multiple municipalities, major national retail chains, national communications service providers, and large oil companies.

Servicing Location:

LOFTIN EQUIPMENT
SAN ANTONIO

Brent Stephens – General Service Manager

38 Years' experience in Power Generation

Service Manager Loftin Equipment 10/2013 to present

Service Manager Pacific Power Generation 7 Years

Service Supervisor/Assistant Service Manager Cummins NW 8 Years

Columbia Power & Electric Electrical Estimator 2 years

Generator technician EC Power Systems 5

Years US Air Force Generator Technician 10
Years

96 College Credit Hours towards a Business Management Degree Park

College AA Degree in Electrical Power Systems CCAF

AA Degree in General Studies Central Texas College
Training

US Air Force technical training school for Power

Production US Air Force Troubleshooting School

US Air Force Leadership

School Harvest Bare

Equipment

Ford Industrial

Onan RV Generators

Kohler Residential Generators

Arc Flash Safety Training

Low & Medium Voltage

training Generac small

generators Kohler Engines

Briggs engines

Kubota

Engines Solar

Turbines

Work experience: Onan, Generac, Kohler, Kubota, Ford, Various Military generators,
Wisconsin, White/Hercules, Briggs, and Perkins

William Wilson – Service Manager

2 years as a Service Writer for Loftin
Equipment 10 Years Air Force Power
Generation Technician

US Air Force Power Generation Technical Training School US Air Force Troubleshooting School

Misha Faught – Service Writer

5.5 years experience in Generator field scheduling,
billing, and service writing
12 years in service management/financials
Bachelor's of Science in Business Administration

Laurie Davis – Service Writer

1 year as administrative support for Loftin
30+ years' experience in administration

Bailey Thompson – Level I Technician

13 years as Navy Enginemen
7 years as Machinist Mate
Detroit 16v149 Diesel School
Detroit '71 series Diesel School
HVAC certified
Senior Enlisted Propulsion Engineering

Greg Walker – Lead Technician

28 years as a Power Generation
Technician EGSA certified Journeyman
Technician Kohler factory certified
Technician Onan/Cummins factory
certified
US Army Generator Technician
4 years MTU Onsite Energy
training
Ford Industrial
Kubota
Certified

Robert Antu – Level III Technician

19 years as a Power Generation
Technician Generac factory
Certified
Industrial Power Systems Service
Technician III
EGSA certified Journeyman
Technician Generac Master Level
Technician
Kohler Industrial Generators and
Controls Kohler ATS trained
EATON Transfer Switch
trained Baldor Generators
Training Texas State
Technical College
Associate degree Diesel Technology

Brian Sissom Level III Technician

14 years as a Power Generation
Technician EGSA Certified
Journeyman Technician
US Army Generator Technician
Kohler Industrial Generator
Certified Kohler ATS Certified
Kohler Marine generators
Kohler Residential Generator training
Experience with Kohler, CAT, Cummins, Generac, MTU, Detroit, John
Deere Asco ATS's
Cummins/Onan Inpower Trained

Ryan Stephens – Level III Technician

20 Years as a Power Generation
Technician EGSA Certified
Journeyman Technician Kohler
Factory Certified ATS
Kohler Factory Certified Industrial
Generators & Controls Aggreko Generators
US Air Force Power Generation
Technician US Air Force
Troubleshooting Class

Kevin Ignacio – Level III Technician

20 years as a Power Generation
Technician
Generator school NCUE Power
Kohler Residential
Multi Quip Technical Service Training
Experience with CAT, Generac,
Kohler, Onan generators

Keith Germany – Level III Technician

15 Years in Power Generation
11 years as a Motorcycle Technician
Level 2 Certified Kohler Technician
EGSA Journeyman Technician
Certified
Generac Master Certified Technician
ASCO Transfer Switch Certified
Experience with CAT, Kohler, ONAN,
Baldor, MTU Onsite Energy, etc.



Bobby Green – Level II Technician

12 Years as a Power Generation Technician DeVry
Institute of Technology
Associates Degree in Electronics Technology Kohler
ATS
Kohler Factory Certified ATS
Kohler Factory Certified Industrial Generators & Controls
Scania Engines

Gerald Ladere – Level II Technician

7 Years as a Power Generation Technician Kohler
Generators and Industrial Controls Kohler Industrial
ATS Multiquip Generators Rental Generators Kubota
Diagmaster Kubota WG Engines
Kubota Mechanical Diesel Engines Scania
Diesel Engines Training Scania Master
Technician

Nick Sommer – Level III Technician

20 Years as a Power Generation Technician
Kohler Industrial Controls
Kohler Industrial ATS
Kohler Residential
Generac Factory Certified
CAT 3600 Certified
Waukesha 7042 & 7044 Certified
Scania Engine Master Tech Certified
Experience with ASCO, Eaton, & Zenith ATS's

Phillip Kaspar – Level II Technician

7 Years as a Power Generation Technician
Kohler Industrial ATS
John Deere Engine Certified
Scania Engine Apprentice

Ryan Hicks – Level II Technician

2 Years as a Power Generation Technician
6 Years as mechanic in US Coast Guard
Honda BF250 400Hr Certified

Logan Hayashi – Level I Technician

UTI Graduate with Diesel industrial Degree.
Certifications in Cummins midrange and
heavy duty Engines
Certified in Cummins Power Generation



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