



**City of Laredo
Purchasing Division
Renewal Notice**

December 20, 2024

Mr. Juan Pablo Cantu
Square E. Services LLC
32238 Whipple Road
Los Fresnos, Texas 78556


Re: Information and Electrical Controls Maintenance & Emergency Response
Contract FY23-045
Extension II

Dear Mr. Cantu,


This is to inform you that the contract FY23-045 which was approved by City Council on May 15, 2023 is up for early renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Square E. Services	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: Juan-Pablo Cantu	
Date: 12/20/2024	



**City of Laredo
Purchasing Division
Letter of Award**

February 6, 2024

Mr. Juan Pablo Cantu
Square E. Services LLC
32238 Whipple Road
Los Fresnos, Texas 78556

Re: Information and Electrical Controls Maintenance & Emergency Response
Contract FY23-045
Extension I

Dear Mr. Cantu,

This is to inform you that the contract renewal FY23-045 was approved by City Council on February 5, 2024. The term of this contract shall be for a period of one year. This is the first of three extension periods.

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

Sincerely,

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

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

Amendment

#56

SUBJECT

Consideration to amend and renew annual contract FY23-045 by 25% with Square E. Services LLC, Los Fresnos, Texas, for an amount increase of \$ 375,000.00 and a new contract amount of \$1,875,000.00 to provide services in the maintenance of all the water treatment plants' SCADA monitoring and electrical controls under preventative maintenance and emergency response objectives. Pricing is based on a flat hourly rate for management, a technician, a system integrator, a journeyman electrician, and a professional engineer. All services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Utilities Department- Waterworks Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 5/15/23.

BACKGROUND

This contract supplements the department's maintenance capabilities and provides predictive preventative maintenance for all electrical equipment and establishes a flat hourly rate for management, technician, system integrator, journeyman electrician, and a professional engineer. There was no price increase during the last extension period. This is the first of three extension periods. The term of this contract shall be for a period of one year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Pricing Table Attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be amended and renewed.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Water Treatment Division Fund.
Account #:	557-4120-533-2030.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the purchases can be made.



**City of Laredo
Purchasing Division
Renewal Notice**

January 12, 2024

Mr. Juan Pablo Cantu
Square E. Services LLC
32238 Whipple Road
Los Fresnos, Texas 78556

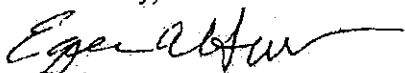
Re: Information and Electrical Controls Maintenance & Emergency Response
Contract FY23-045
Extension I

Dear Mr. Cantu,

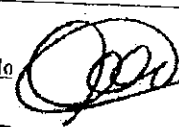
This is to inform you that the contract FY23-045 which was approved by City Council on May 15, 2023 is up for early renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

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

Square E Services	
Request a contract extension: <input checked="checked" type="checkbox"/>	No  extension: _____
Authorized Signature: _____	
Print Name: Juan-Pablo Cantu	
Date: 1/12/2024	



**City of Laredo
Purchasing Division
Letter of Award**

May 16, 2023

Mr. Juan Pablo Cantu
Square E. Services LLC
32238 Whipple Road
Los Fresnos, Texas 78556

Re: Information and Electrical Controls Maintenance & Emergency Response
Contract FY23-045
Approved by Council May 15, 2023

Dear Mr. Cantu,

This is to inform you that the contract FY23-045 was approved by City Council on May 15, 2023. The term of this contract shall be for a period of one year. This contract has three extension periods.

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

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: 05/15/2023

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E. Utilities Department Director; Jose F. Castillo, Interim Finance Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY23-045 to the low bidder Square E. Services LLC, Los Fresnos, Texas, in an amount up to \$1,500,000.00 to provide services in the maintenance of all the water treatment plants' SCADA monitoring and electrical controls under preventative maintenance and emergency response objectives. Pricing is based on a flat hourly rate for management, a technician, a system integrator, a journeyman electrician, and a professional engineer. All services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed three additional one year extension periods, upon mutual agreement of the parties. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding an annual contract. This contract supplements the department's maintenance capabilities and provides predictive preventative maintenance for all electrical equipment and establishes a flat hourly rate for management, technician, system integrator, journeyman electrician, and a professional engineer. This contract has three extension periods.

The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for three, additional one 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 days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to

and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Summary:

Square E. Services LLC.		JNB Engineering PLLC.	
Water System Fees for Annual Maintenance	Hourly Rate	Water System Fees for Annual Maintenance	Hourly Rate
Management	\$130.00	Management	\$200.00
Technician	\$115.00	Technician	\$165.00
System Integrator	\$125.00	System Integrator	\$185.00
Journeyman Electrician	\$110.00	Journeyman Electrician	\$125.00
Professional Engineer	\$145.00	Professional Engineer	\$225.00
Sewer System Fees for Annual Maintenance	Hourly Rate	Sewer System Fees for Annual Maintenance	Hourly Rate
Management	\$130.00	Management	\$200.00
Technician	\$115.00	Technician	\$165.00
System Integrator	\$125.00	System Integrator	\$185.00
Journeyman Electrician	\$110.00	Journeyman Electrician	\$125.00
Professional Engineer	\$145.00	Professional Engineer	\$225.00
Fees for Emergency Response	Hourly Rate	Fees for Emergency Response	Hourly Rate
Management	\$ 165.00	Management	\$ 250.00
Technician	\$ 145.00	Technician	\$ 195.00
System Integrator	\$ 160.00	System Integrator	\$ 225.00
Journeyman Electrician	\$ 140.00	Journeyman Electrician	\$ 175.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4120-533-2030
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the purchases can be made.

Attachments

Bid Tab FY23-045
FY23-045 Contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Square E Services LLC
Los Fresnos, TX United States

Certificate Number:
2023-1027192

Date Filed:
05/30/2023

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

City of Laredo

Date Acknowledged:
05/30/2023

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.

FY23-045
Information and Electrical Controls Maintenance and Emergency Response

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1027192

Date Filed:
05/30/2023

Date Acknowledged:

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

Square E Services LLC
Los Fresnos, 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.

FY23-045
Information and Electrical Controls Maintenance and Emergency Response

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Juan-Pablo Cantu, and my date of birth is 11/29/1971.

My address is 32238 Whipple Rd, Los Fresnos, TX, 78566, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Cameron County, State of Texas, on the 30 day of May, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
PURCHASING DIVISION



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

**INFORMATION AND ELECTRICAL CONTROLS MAINTENANCE AND EMERGENCY
RESPONSE
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities 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.ionwave.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 April 26, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 27, 2023.

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

**Bid: Information and Electrical Controls Maintenance and Emergency Response – Utilities Department
FY23-045**

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

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

Hand Delivered:

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

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities 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.ionwave.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 April 26, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on April 27, 2023.

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

Bid: Information and Electrical Controls Maintenance and Emergency Response
Utilities Department
FY23-045

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

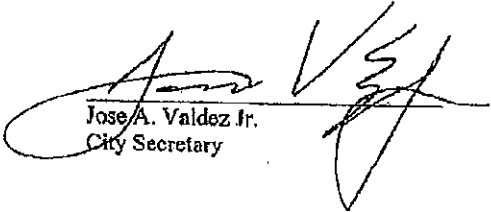
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 3rd DAY OF APRIL 2023.


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

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

3.0 SUBMISSION OF BIDS

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

- (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.

CITY OF LAREDO
PURCHASING DIVISION

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
P.O. Box 210

**CITY OF LAREDO
PURCHASING DIVISION**

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.

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

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

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

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Formal Invitation for Bids
Information and Electrical Controls Maintenance and Emergency Response
Utilities Department

16.0 Scope of Work

City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual professional services contract for the maintenance of all water and wastewater information and electrical controls under preventive maintenance and emergency response objectives for the Utilities 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>

Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact:

Mr. Jose Luis Tijerina @ (956) 795-2620 or e-mail jtijerina@ci.laredo.tx.us

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 10, 2023 before 2:00 PM.

17.0 Definitions

- 17.1 COL – The City of Laredo.

- 17.2 Contractor – The Company awarded the maintenance contract for water and wastewater electrical, instrumentation and control systems.

- 17.3 Term – Duration of contract in calendar days.

- 17.4 Telemetry System – Wireless (900 MHz FHSS) data communications system.

- 17.5 SCADA System – Supervisory Control & Data Acquisition.

- 17.6 Historian – Proficy Process Systems.

- 17.7 Preventive Maintenance – regularly scheduled maintenance as prescribed by equipment manufacture or alternately as described in the terms of the maintenance agreement.

- 17.8 Emergency Response Time – Time from notification by COL of problem to arrival of first responder at job site should not exceed maximum of 2 hours.

18.0 General Conditions

Interested parties are required to submit their proposals upon the following expressed conditions:

The parties shall thoroughly examine the specifications, schedule instructions and other contract documents. The parties shall make all investigations necessary to thoroughly inform themselves regarding the requested services. No pleas of ignorance by the parties of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the parties 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.

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

- 18.2 Vendors are encouraged to visit the job sites.

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- 18.3 Bids will be based on a comprehensive capacity to provide all services established in this specification and past experience in providing the services requested. The contract will be awarded to one vendor.
- 18.4 Vendors are required to submit their proposals upon the following expressed conditions:
 - 18.4.1 Vendor will be responsible for providing all safety warning signs advising the public of work in progress.
 - 18.4.2 Contract vendor will be responsible for securing all necessary building permits and paying any and all landfill fees for disposal of building material.
- 19.0 **Qualifications**

All interested parties proposing for maintenance contract shall provide qualification statement as part of this bid to include the following information.
- 19.1 Organizational chart establishing responsibility and level of authorization for proposed personnel servicing COL.
- 19.2 Resume for all personnel on the submitted organizational chart.
- 19.3 Copy of Electrical Contractors and Electrical Professional Engineer License
- 19.4 5 customer references.
- 19.5 Proof of liability insurance.
- 19.6 Contractor must have extensive experience working with the following equipment and/or systems:
 - 19.6.1 Robicon, SquareD, ABB, TECO and Yaskawa VFDs and reduced voltage motor starters.
 - 19.6.2 2300VAC and 480VAC motor controls.
 - 19.6.3 Motorized valve actuators
 - 19.6.4 Analytical equipment such as HACH, Endress Hauser, ATI, and etc.
 - 19.6.5 Process instrumentation such as Endress Hauser, Panametrics, Precision Digital, Foxboro, Badger, Contegra Milltronics, Siemens, and etc.
 - 19.6.6 GE, Allen Bradley, Koyo and Control Microsystems PLCs.
 - 19.6.7 GE-IP PLC & PAC hardware, GE-IP Proficy Process Systems Software Version 2.1 or later. Must have at least 3 years completed PPS control system application. Provide reference reflecting same. Must be GE-IP Solution Provider and have multiple personnel trained in PPS.
 - 19.6.8 Data-Link and Phoenix contact spread spectrum radios.
 - 19.6.9 Belt Press Controls.
 - 19.6.10 Fiber-optic, CAT5 and CAT6 communications.
- 19.7 Contractor must have first point of contact resident in Laredo, Texas.
- 19.8 Sub-contractors for any maintenance or repair work under the terms of this contract will not be allowed.

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- 20.0 Administration**
The contractor shall designate a contract administrator responsible for addressing the responsibilities of this contract.
- 20.1 The contractor shall provide 24 hours per day, 7 days per week contact information for primary, secondary and tertiary response personnel. Any changes to be made of response personnel must be provide at minimum one (1) week in advance.
- 20.2 The contractor must have full-time personnel as follows:
- 20.2.1 Instrumentation and Controls Technicians.
 - 20.2.2 Automation Systems Programmer.
 - 20.2.3 Journeyman Electrician.
- 20.3 The contractor shall compile and maintain asset management database for all equipment covered under maintenance contract. Asset management database is to be the sole property of the City of Laredo.
- 20.4 The contractor shall compile and maintain a technical library for all equipment covered under maintenance contract. Library is to be provided to the Water/Wastewater Treatment Superintendent within 30 days of the Notice to Proceed of this contract and updates made regularly but no later than 14 days after modifications to equipment or its library.
- 20.5 The contractor shall create Autocad drawings of control systems where none currently exist, and provide COL copies of said drawings.
- 20.6 The contractor shall provide, within 15 days of contract award, a schedule of preventative maintenance for the duration of the contract. Contractor must obtain written approval and acceptance of the maintenance schedule prior to commencement of work.
- 20.7 Contractor shall provide monthly billing statements, by the 28th of each month, detailing all work performed
- 21.0 Scope of Work**
- 21.1 Locations included but not limited to in the maintenance contract – see Attachment A.
- 21.2 Equipment included but not limited under the maintenance contract – see Attachment B.
- 21.3 Contractor to develop preventive maintenance schedule.
- 21.4 Contractor available for service calls on demand.
- 21.5 City Of Laredo reserves the right to amend 21.1 and 21.2 at its discretion.
- 21.6 Material Allowance: \$100,000.00
The materials mark-up required to complete various ELECTRICAL AND INSTRUMENTATION repairs on COL equipment. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.
- 22.0 Deliverables**
- 22.1 Contractor shall, on weekly basis, provide COL a comprehensive report detailing work performed, and repair parts procured

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- 22.2 Contractor shall, on a monthly basis, provide COL an updated schedule for the remainder of the maintenance contract.
- 22.3 Contractor shall, on a demand basis, provide COL a copy of the asset management database, and provide by March 1st of every year an updated professional services and equipment budgetary estimate for upcoming preventive maintenance and improvement projects.
- 23.0 **Repair Parts**
Repair parts may be purchased directly by COL or, at the discretion of COL, the contractor may be requested to procure parts billable to COL.
- 24.0 **Payment**
Payment is to be provided on a 30 day invoice date basis on maintenance work performed and/or materials on hand.
- 25.0 **Termination**
COL reserves the right to terminate contract based on non-performance under the following circumstances:
- 25.1 Failure to complete regularly scheduled maintenance as established under these specifications and as discussed in Section 20.6.
- 25.2 Failure by contractor to meet required emergency response time of no more than 2 hours under any circumstances.
- 25.3 Failure by contractor to provide required deliverables as established under contract.
- 25.4 Negligence and non-performance as determined by the COL.
- 25.5 Contract may be terminated by mutual agreement between COL and Contractor.
- 26.0 **Close-out (General Requirement)**
After all work is completed by the contractor, the contractor shall remove all surplus materials, construction equipment, trash & debris and leave the site in a clean & presentable condition.
- 27.0 **Insurance Requirements**
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 during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 13.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.
- 28.0 **Award of Contract**
This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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

28.1 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.

29.0 Term of Contract

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

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

30.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. 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. 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

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31.0 Termination of Contract

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

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

32.0 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)

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PURCHASING DIVISION

33.0 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) Square E Services LLC

Signature _____
of person authorized to sign bid

Date April 21, 2023

Print Name Juan-Pablo Cantu, PE
of person authorized to sign bid

Title: Owner

Business Address: 32238 Whipple Rd

City, State, Zip Code: Los Fresnos TX 78566

Telephone Number: 956-466-3492

Fax Number: 956-233-4862

Contact Person Email Address: ipcantu@squareellc.com

Federal Tax ID Number: 81-2007400

Bidders Principal/Corporate Place of Business Address: 32238 Whipple Rd Los Fresnos TX 78566

Indicated Status of Business:

Corporation ☒ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 7 years

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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

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34.0 Price Schedule

34.1 Proposed Fee for annual maintenance of Water System

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	Dollars per Year
Management	260	\$ 130.00	\$ 33,800.00
Technician	1000	\$ 115.00	\$ 115,000.00
Systems Integrator	1000	\$ 125.00	\$ 125,000.00
Journeyman Electrician	1000	\$ 110.00	\$ 110,000.00
Professional Engineer	500	\$ 145.00	\$ 72,500.00
TOTAL	3760		456,300.00

*****Vendor shall provide a detailed listing of items being proposed.

*****A reference list for similar jobs shall be provided with the bid.

34.2 Proposed Fee for annual maintenance of Sewer System

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	Dollars per Year
Management	260	\$ 130.00	\$ 33,800.00
Technician	1000	\$ 115.00	\$ 115,000.00
Systems Integrator	1000	\$ 125.00	\$ 125,000.00
Journey Electrician	1000	\$ 110.00	\$ 110,000.00
Professional Engineer	500	\$ 145.00	\$ 72,500.00
TOTAL	3760		456,300.00

*****Vendor shall provide a detailed listing of items being proposed.

*****A reference list for similar jobs shall be provided with the bid.

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34.3 Proposed Fee for Emergency Response

Proposed Total Hours to complete specified Maintenance:

	Hours per year	Dollars per Hour	Dollars per Year
Management	100	\$ 165.00	\$ 16,500.00
Technician	500	\$ 145.00	\$ 72,500.00
Systems Integrator	500	\$ 160.00	\$ 80,000.00
Journey Electrician	500	\$ 140.00	\$ 70,000.00
TOTAL	1,600		239,000.00

Emergency response events and hours are estimates provided from best available information and do not establish any certifications that estimated hours of emergency service will be utilized during this agreement period.

Authorization for emergency response must be provided by a duly authorized representative of the COL to be provided to the contractor within 2 weeks of the awarded contract. Any emergency work initiated by the contractor must have documented authorization by a duly authorized representative to respond. Upon award of contract emergency response the contractor shall respond to all emergencies authorized by COL regardless of prior disputable charges. Non response to emergencies by the contract shall be subject to termination due to non-performance.

*****Vendor shall provide a detailed listing of items being proposed.

*****A reference list for similar jobs shall be provided with the bid.

34.4 **ESTIMATED TOTAL CONTRACT PRICE (34.1 Water System + 34.2 Sewer System + 34.3 Emergency Response)**

Price: \$ 1,151,600.00

The materials mark-up required to complete various ELECTRICAL AND INSTRUMENTATION repairs on COL equipment. A 15% mark-up will be used based on supplier invoice and not to exceed \$1,000.00 per invoice for each item used in each repair.

Company Name: Square E Services LLC

Owner/President Name: Juan-Pablo Cantu, PE

Company Address: 32238 Whipple RD

City, State, Zip Code: Los Fresnos TX 78566

Company Authorized Representative's Signature: _____

Company Representative's Name: Juan Pablo Cantu

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

35.0 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 Pablo Cantu

Name

Signature

April 21, 2023

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.

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 the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

36.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Juan-Pablo Carrera
(a Partner of officer of the firm of, etc.)

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

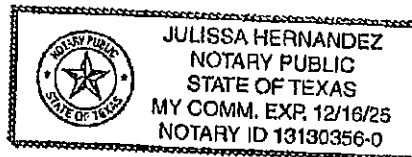
[Signature]
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 25th day of April 2023.

[Signature]
Notary Public

My commission expires:

12/16/2025



CITY OF LAREDO
PURCHASING DIVISION

37.0 **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:

<u>Juan-Pablo</u>	<u>Cantu</u>	
First	M.I. Last	Suffix

2. Contract Information:

a) Contract or Project name(s): Information and Electrical Controls Maintenance
and Emergency Response - Utilities Dept. FY23-045

b) Originating Department(s): Utilities Department

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

<u>Juan-Pablo Cantu</u>	<u>[Signature]</u>		
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

***Acknowledgements**

☒ Updates Required

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

☒ No Contract with City Officials or Staff during Contract Evaluation

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

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

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

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

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

***Oath**

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

Juan-Pablo Cantu, PE

Name (Print)

Signature



Owner

Title

Square E Services LLC

Company or DBA

April 21, 2023

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

38.0 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

38.1 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.

38.2 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. 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. Square E Services LLC																																																		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. N/A																																																		
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. N/A																																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%;">City, State, Country (place of business)</th> <th colspan="2" style="width:40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:20%;">Controlling</th> <th style="width:20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	N/A																																							
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																																
		Controlling	Intermediary																																															
N/A																																																		
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>																																																		
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																																		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;"> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="width: 50%; text-align: center;"> _____ authorized agent of contracting business entity </div> </div>																																																		
<table style="width:100%; border: none;"> <tr> <td style="width: 33%; border-top: 1px solid black;">Signature of officer administering oath</td> <td style="width: 33%; border-top: 1px solid black;">Printed name of officer administering oath</td> <td style="width: 33%; border-top: 1px solid black;">Title of officer administering oath</td> </tr> </table>					Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																																											
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																																																
ADD ADDITIONAL PAGES AS NECESSARY																																																		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

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

CITY OF LAREDO
PURCHASING DIVISION

39.0 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 April 26, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on April 27, 2023.

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

**Bid: Information and Electrical Controls Maintenance and Emergency Response-Utilities Department
FY23-045**

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

- Utilities Administration Bldg
- Jefferson St. WTP
- Columbia WTP
- Lyon Booster Pump Station
- Pinto Valle Booster Pump Station
- Pinto Valle II Booster Pump Station
- Larga Vista Booster Pump Station
- MHOC Booster Pump Station
- Milmo Booster Pump Station
- Sierra Vista Booster Pump Station
- San Ysidro Booster Pump Station
- San Ysidro NE Booster Pump Station
- Highland Booster Pump Station
- East Corridor Booster Pump Station
- Millennium Booster Pump Station
- Pico Rd Booster Pump Station
- Mines Rd Booster Pump Station
- Harchar Booster Pump Station
- Unitec Booster Pump Station
- Station 2 Booster Pump Station
- Highway 359 Booster Pump Station
- Northeast Elevated Tank
- South Laredo Elevated Tank
- TAMIU Elevated Tank
- Las Blancas Elevated Tank
- Cuatro Vientos Elevated Tank
- Airport Elevated Tank
- Bartlett Elevated Tank
- Zacate Creek WWTP
- North Laredo WWTP
- South Laredo WWTP
- Unitec WWTP
- Columbia WWTP
- 84 Lift Stations

CITY OF LAREDO
PURCHASING DIVISION

ATTACHMENT B

(The City of Laredo reserves the right to modify this list as new facilities are placed into service and existing facilities are expanded)

Item	Manufacturer	Model #	Location	Quantity
SCADA	GE Fanuc	iFIX	JWTP	1
SCADA PLC	AB	Control Logix	JWTP	4
Turbidity Meter	Hach	1720D	JWTP	14
Turbidity Meter	Hach	SS6	JWTP	1
pH Analyzer	GLI	53	JWTP	4
Chlorine Analyzer	Hach	CL-17	JWTP	6
Turbidity Meter	Intrumark International	850	JWTP	1
Turbidity Meter	Hach	1720C	JWTP	1
Actuators	EIM	R5L4-3	JWTP	8
Actuators	EIM	9C4603FC-C	JWTP	27
Primary Flow Meter	Endress & Hauser	Prosonic T	JWTP	5
Raw Water Flow Meters	GE Panametrics		JWTP	2
Recycle Flow Meter	GE Panametrics		JWTP	1
Flow Meter	Ultrasonic Liquid Flowmeter	DF 868	JWTP	1
Flow & Level Controllers	Fisher Porter	53MC5000	JWTP	10
SCADA	QNX		JWTP	1
Level Indicator	Miltronics	Multiranger Plus	JWTP	1
Chlorinators	Wallace & Tiernan		JWTP	2
Chlorinators	Capital Controls		JWTP	2
Alum Feeders			JWTP	2
Caustic Feeders	LMI		JWTP	2
VFD	SquareD		JWTP	3
VFD	Robicon		JWTP	2
Belt Press Panel	Ashbrook Klampress Local		JWTP	2
(BPP) Digital Meter	Modutec Digital Meter		JWTP	2
(BPP) Transmitter	Action Pak Transmitter		JWTP	2
(BPP) Digital Meter	Precision Digital		JWTP	4
Sludge Thickener Level	Royce Instrument		JWTP	2
Filter Consoles			JWTP	8
PLC Panels	Symax		JWTP	7
Switchgear		All	JWTP	
SCADA	GE Fanuc	iFIX	CWTP	1
Turbidity Meter	Hach	1720E	CWTP	3
Turbidity Meter	Hach	SS6	CWTP	1
Chlorine Analyzer	Hach	CL-17	CWTP	2
pH Analyzer	Hach	sc100	CWTP	2
Switchgear		All	CWTP	
SCADA	GE Fanuc	iFIX	SIRO	1
Chlorine Analyzer	Hach	CL-17	SIRO	1
Chlorine Analyzer	Rosemount Analytical	1054A	SIRO	1
pH Analyzer	Rosemount Analytical	1054A	SIRO	2
Conductivity Analyzer	Rosemount Analytical	1054A	SIRO	3
Temperature Analyzer	Rosemount Analytical	1054A	SIRO	1

**CITY OF LAREDO
PURCHASING DIVISION**

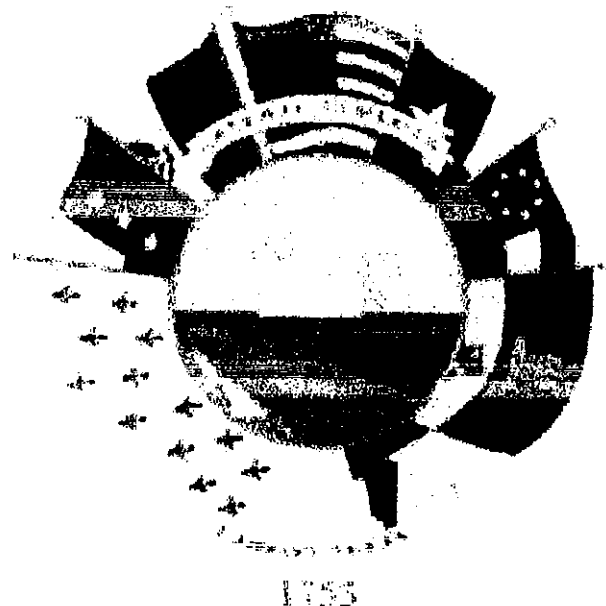
Turbidity Analyzer	HF Scientific Instruments	DRT 200E	SIRO	2
Flow Meters	Flow Research		SIRO	5
Differential Pressures	McDaniels Controls		SIRO	3
Switchgear		All	SIRO	
SCADA	GE Fanuc	CIMME	SLARE	1
Level/Pressure Instrument			SLARE	
Electrical Gear	Any/All		SLARE	
SCADA	GE Fanuc	CIMME	LP20E	
Level/Pressure Instrument			LP20E	
Electrical Gear	Any/All		LP20E	
SCADA	GE Fanuc	CIMME	NWBL	
Level/Pressure Instrument			NWBL	
Electrical Gear	Any/All		NWBL	
SCADA	GE Fanuc	CIMME	MOHOC	
Level/Pressure Instrument			MOHOC	
VFD	ROBICON	CSI	MOHOC	
Electrical Gear	Any/All		MOHOC	
SCADA	GE Fanuc	CIMME	HWY359	
Actuator			HWY360	
Level/Pressure Instrument			HWY359	
Electrical Gear	Any/All		HWY359	
SCADA	GE Fanuc	CIMME	MILL	
Level/Pressure Instrument			MILL	
Electrical Gear	Any/All		MILL	
SCADA	GE Fanuc	CIMME	TRAV	
Level/Pressure Instrument			TRAV	
Electrical Gear	Any/All		TRAV	
SCADA	GE Fanuc	CIMME	UNPAC	
Level/Pressure Instrument			UNPAC	
Electrical Gear	Any/All		UNPAC	
SCADA	GE Fanuc	CIMME	UNI	
Level/Pressure Instrument			UNI	
Electrical Gear	Any/All		UNI	
SCADA	GE Fanuc	CIMME	STA2	
Level/Pressure Instrument			STA2	
Electrical Gear	Any/All		STA2	
SCADA	GE Fanuc	CIMME	MCPH	
Level/Pressure Instrument			MCPH	
Electrical Gear	Any/All		MCPH	
SCADA	GE Fanuc	CIMME	MIRD	
Level/Pressure Instrument	Any/All		MIRD	
VFD	ROBICON	454915	MIRD	
VFD	TOSHIBA		MIRD	
Electrical Gear	Any/All		MIRD	
SCADA	GE Fanuc	CIMME	MIRD2	
Level/Pressure Instrument	Any/All		MIRD2	
VFD	ROBICON	457920	MIRD2	
Electrical Gear	Any/All		MIRD2	
SCADA	GE Fanuc	CIMME	PIVA	

**CITY OF LAREDO
PURCHASING DIVISION**

Level/Pressure Instrument	Any/All		PIVA
VFD	SquareD	C07D08A10	PIVA
VFD	SquareD	F15P15R16	PIVA
Electrical Gear	Any/All		PIVA
SCADA	GE Fanuc	CIMME	LARVI
Level/Pressure Instrument			LARVI
VFD	ROBICON	454804	LARVI
VFD	GRAHAM	PWM	LARVI
Electrical Gear	Any/All		LARVI
SCADA	GE Fanuc	CIMME	SIVI
Level/Pressure Instrument	Any/All		SIVI
VFD	ROBICON	454646	SIVI
Electrical Gear	Any/All		SIVI
SCADA	GE Fanuc	CIMME	MILMO
Level/Pressure Instrument	Any/All		MILMO
VFD	ROBICON	457920	MILMO
VFD	ROBICON	457908	MILMO
Electrical Gear	Any/All		MILMO
SCADA	GE Fanuc	CIMME	HEND
Level/Pressure Instrument	Any/All		HEND
Electrical Gear	Any/All		HEND
SCADA	GE Fanuc	CIMME	LYONS
Level/Pressure Instrument	Any/All		LYONS
VFD	ROBICON	454907	LYONS
VFD	ROBICON	N/A	LYONS
Electrical Gear	Any/All		LYONS
SCADA	GE Fanuc	CIMME	LASBLA
Level/Pressure Instrument			LASBLA
Electrical Gear	Any/All		LASBLA
SCADA	GE Fanuc	CIMME	ECOR
Level/Pressure Instrument	Any/All		ECOR
VFD	ROBICON	457952	ECOR
VFD	ROBICON	457802	ECOR
VFD	ROBICON	457803	ECOR
VFD	ROBICON	457910-20	ECOR
Electrical Gear	Any/All		ECOR
SCADA	GE Fanuc	CIMME	SANYS
Level/Pressure Instrument			SANYS
Electrical Gear	Any/All		SANYS
SCADA	GE Fanuc	CIMME	NLWWTP
Belt Press	Ashbrooks		NLWWTP
Effluent Meter (1)	Millitronics		NLWWTP
BP - Flow Meters (3)	Millitronics		NLWWTP
VFD Controls			NLWWTP
BP- Control Panel			NLWWTP
Chlorinator Auto control			NLWWTP
Chlorine Gas Detectors			NLWWTP
MCP(A)			NLWWTP
MCP (B)			NLWWTP

**CITY OF LAREDO
PURCHASING DIVISION**

Electrical Switch Gears	Any / all		NLWWTP	
LS-level indicator			SLWWTP	
Sonda		CIMME	SLWWTP	
VFD	ROBICON	454GT	SLWWTP	2
VFD	Omron		SLWWTP	2
VFD	TECO		SLWWTP	2
Belt Press			SLWWTP	
BP-MCP			SLWWTP	
BP-Flow Meters (3)			SLWWTP	
Pump Controls	Millitronics		SLWWTP	
VFD LF Pump II			SLWWTP	
MCP(Lift Station)			SLWWTP	
VFD LF Pump I			SLWWTP	
VFD LF Pump II			SLWWTP	
BP-Conveyor Controls			SLWWTP	
Electrical Switch Gears	Any / all		SLWWTP	
SCADA	GE Fanuc	CIMME	ZWWTP	
VFD	ROBICON		ZWWTP	
VFD	TECO		ZWWTP	
MCP(A) (LS)	SquareD		ZWWTP	
VFD (IF)			ZWWTP	
MCP(B) Compressor			ZWWTP	
MCP © Operations			ZWWTP	
Actuators (2)			ZWWTP	
Flow Meters (4)	Millitronics		ZWWTP	
Electrical Switch Gears	Any / All		ZWWTP	
CL2 Gas Detector			ZWWTP	
SCADA	GE Fanuc	CIMME	COWWTP	
CL2 Scale			COWWTP	
CL2 Auto System			COWWTP	
CL2 Gas Defector			COWWTP	
MCP			COWWTP	
LS-level indicator			COWWTP	
Electrical Switch Gears	Any / All		COWWTP	
SCADA	GE Fanuc	CIMME	UNIWWTP	
CL2 Gas Detector			UNIWWTP	
MCP			UNIWWTP	



FY23-045

FY23-045 Information and Electrical Controls Maintenance and Emergency Response – Utilities Department

Issue Date: 4/3/2023

Questions Deadline: 4/10/2023 02:00 PM (CT)

Response Deadline: 4/26/2023 05:00 PM (CT)

City of Laredo Purchasing

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

Event Information

Number: FY23-045
Title: FY23-045 Information and Electrical Controls Maintenance and Emergency Response – Utilities Department
Type: Request For Bid
Issue Date: 4/3/2023
Question Deadline: 4/10/2023 02:00 PM (CT)
Response Deadline: 4/26/2023 05:00 PM (CT)
Notes:

*****Vendor shall provide a detailed listing of items being proposed. (List shall be uploaded onto Cit-E-bid)

*****A reference list for similar jobs shall be provided with the bid. (List shall be uploaded onto Cit-E-bid)

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

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

Conflict of Interest Questionnaire (CIQ)

[Download](#)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

[Download](#)

FY23-045 Info & Electrical Controls Maint.pdf

FY23-045 Information and Electrical Controls Maint. & Emergency Response

[Download](#)

FY23-045 Form 1295.pdf

FY23-045 Form 1295

[Download](#)

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) and Name & Phone Number of Authorized Person to sign bid Square E Services LLC. Juan-Pablo Cantu Owner Juan-Pablo Cantu (956) 466-3492 (Required: Maximum 1000 characters allowed)
3	State how long under has the business been in its present business name 7 (Required: Maximum 1000 characters allowed)
4	If applicable, list all other names under which the Business identified above operated in the last five years (Required: Maximum 4000 characters allowed)
5	State If the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company. N/A

6 Questions Part 1

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

N/A

(Required: Maximum 4000 characters allowed)

7 Questions Part 2

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

N/A

(Required: Maximum 4000 characters allowed)

8 State If the Company Is a certified minority business enterprise

- ☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
☐ Disadvantaged Business Enterprise (DBE) ☐ Other
☒ This company is not a certified minority business

(Required: Check only one)

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict/forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1 Conflict of Interest Questionnaire Form CIQ

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

1 Conflict of Interest Questionnaire

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

☒ Yes ☐ No

(Required: Check only one)

1 Disclosure Form

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

1 This is a

☒ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

1 Question 1. Name of person submitting this disclosure form

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

Juan-Pablo Cantu, PE

(Required: Maximum 1000 characters allowed)

1 5	Question 2. Contract Information Please include the following: a) Contract or Project Name b) Originating Department FY23-045 Information and Electrical Controls Maintenance and Emergency Response – Utilities Department (Required: Maximum 4000 characters allowed)
1 6	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Square E Services LLC (Required: Maximum 4000 characters allowed)
1 7	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business (Required: Check only one)
1 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. (Optional: Maximum 4000 characters allowed)
1 9	Question 5. List any individuals or entities that will be subcontractors on this contract <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business (Required: Check only one)

2
0**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.

(Optional: Maximum 4000 characters allowed)

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

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

2
2**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.

(Optional: Maximum 4000 characters allowed)

2
3**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)

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

2
4**Question 7. Disclosure of political contributions**

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

(Optional: Maximum 4000 characters allowed)

2
5**Updates on contributions required**

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

2
6**Question 8. Disclosure of Conflict of Interest**

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

☐ I am aware of conflict of interest ☒ I am not aware of any conflict of interest

(Required: Check only one)

2
7**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.

(Optional: Maximum 4000 characters allowed)

2
8**Question 9. Updates Required**

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

☒ I have read and understand this section

(Required: Check if applicable)

2
9**Question 10. No Contact with City Officials or Staff during Contract Evaluation**

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

☒ I have read and understand this section

(Required: Check if applicable)

3
0**Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☒ I have acknowledge that I have been advised

(Required: Check if applicable)

3
1**Question 11. Oath**

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

1) Juan-Pablo Cantu

2.) Owner

3.) Square E Services LLC

4.) 4/24/2023

(Required: Maximum 4000 characters allowed)

3
2**Question 12. Oath**

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

☒ I swear or affirm information is correct

(Required: Check if applicable)

3
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

(Required: Check if applicable)

3
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. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

arrival, no sale".

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

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

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

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

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

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

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

11.0 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.

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

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

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

(Required: Check if applicable)

3
5**Insurance Terms and Conditions**

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

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

(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.

☒ I agree my insurance meets minimum requirements

(Required: Check if applicable)

3
6**Disqualification & Debarment Certification**

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

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

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

☒ I certify to the terms and conditions

(Required: Check if applicable)

Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

☒ I have read and understand this section
(Required: Check if applicable)

3
8**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)****Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

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

☒ I have read and understand this section
(Required: Check if applicable)

3
9**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.

We are a local vender with permanent resident employees in Laredo.

(Optional: Maximum 1000 characters allowed)

Bid Lines

1

Package Header

34.1 Proposed Fee for annual maintenance of Water System *****Vendor shall provide a detailed listing of items being proposed. (List shall be uploaded onto Cit-E-bid) *****A reference list for similar jobs shall be provided with the bid. (List shall be uploaded onto Cit-E-bid)

Quantity: 1 UOM: PKG

Total: \$ 456,300.00

Item Notes: Please submit "0" for unit price

Supplier Notes:

☐ No bid

☐ Additional notes
(Attach separate sheet)

Package Items**1.1 Proposed Total Hours to complete specified Maintenance Management**

Quantity: 260 UOM: Hourly Rate

Price: \$ 130.00

Total: \$ 33,800.00

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

1.2 Proposed Total Hours to complete specified Maintenance Technician

Quantity: 1000 UOM: Hourly Rate

Price: \$ 115.00

Total: \$ 115,000.00

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

1.3 Proposed Total Hours to complete specified Maintenance System Integrator

Quantity: 1000 UOM: Hourly Rate

Price: \$ 125.00

Total: \$ 125,000.00

Supplier Notes:

☐ Additional notes
(Attach separate sheet)

1.4 Proposed Total Hours to complete specified Maintenance Journeyman Electrician

Quantity: 1000 UOM: Hourly Rate Price: \$ 110.00 Total: \$ 110,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

1.5 Proposed Total Hours to complete specified Maintenance Professional Engineer

Quantity: 500 UOM: Hourly Rate Price: \$ 145.00 Total: \$ 72,500.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

2 Package Header

34.2 Proposed Fee for annual maintenance of Sewer System *****Vendor shall provide a detailed listing of items being proposed. (List shall be uploaded onto Cit-E-bid) *****A reference list for similar jobs shall be provided with the bid. (List shall be uploaded onto Cit-E-bid)

Quantity: 1 UOM: PKG Total: \$ 456,300.00

Item Notes: Please submit "0" for unit price

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

2.1 Proposed Total Hours to complete specified Maintenance Management

Quantity: 260 UOM: Hourly Rate Price: \$ 130.00 Total: \$ 33,800.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

2.2 Proposed Total Hours to complete specified Maintenance Technician

Quantity: 1000 UOM: Hourly Rate Price: \$ 115.00 Total: \$ 115,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

2.3 Proposed Total Hours to complete specified Maintenance System Integrator

Quantity: 1000 UOM: Hourly Rate Price: \$ 125.00 Total: \$ 125,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

2.4 Proposed Total Hours to complete specified Maintenance Journeyman Electrician

Quantity: 1000 UOM: Hourly Rate Price: \$ 110.00 Total: \$ 110,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

2.5 Proposed Total Hours to complete specified Maintenance Professional Engineer

Quantity: 500 UOM: Hourly Rate Price: \$ 145.00 Total: \$ 72,500.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

3 Package Header

34.3 Proposed Fee for Emergency Responses *****Vendor shall provide a detailed listing of items being proposed. (List shall be uploaded onto Cit-E-bid) *****A reference list for similar jobs shall be provided with the bid. (List shall be uploaded onto Cit-E-bid)

Quantity: 1 UOM: PKG Total: \$ 239,000.00

Item Notes: Please submit "0" for unit price

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

3.1 Proposed Total Hours to complete specified Maintenance Management

Quantity: 100 UOM: Hourly Rate Price: \$ 165.00 Total: \$ 16,500.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

3.2 Proposed Total Hours to complete specified Maintenance Technician

Quantity: 500 UOM: Hourly Rate Price: \$145.00 Total: \$ 72,500.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

3.3 Proposed Total Hours to complete specified Maintenance System Integrator

Quantity: 500 UOM: Hourly Rate Price: \$ 160.00 Total: \$ 80,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

3.4 Proposed Total Hours to complete specified Maintenance Journeyman Electrician

Quantity: 500 UOM: Hourly Rate Price: \$ 140.00 Total: \$ 70,000.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

4 Package Header

Estimated Total Contract Price

Quantity: 1 UOM: PKG Total: \$ 1,151,600.00

Item Notes: Please submit "0" for unit price

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Package Items

4.1 ESTIMATED TOTAL CONTRACT PRICE (34.1 Water System + 34.2 Sewer System + 34.3 Emergency Response)

Quantity: 1 UOM: Total Price: \$ 1,151,600.00 Total: \$ 1,151,600.00

Supplier Notes: _____

☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: Square E Services LLC

Contact Name: Juan-Pablo Cantu PE

Address: 32238 Whipple Rd
Los Fresnos Texas 78566

Phone: (956) 466-3492

Fax:

Email: jpcantu@squareellc.com

Supplier Notes

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

Juan-Pablo Cantu

Print Name

Signature



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.

N/A

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.

N/A

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

7

Signature

g business with the governmental entity

4/24/2023

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 § 176.008(a) and (a-1)

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Square E Services LLC																																													
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. N/A																																													
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. N/A																																													
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%;">Name of interested Party</th> <th rowspan="2" style="width:30%;">City, State, Country (place of business)</th> <th colspan="2" style="width:35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:15%;">Controlling</th> <th style="width:20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td></tr> </tbody> </table>	Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	N/A																																					
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		Controlling	Intermediary																																										
N/A																																													
5 Check only if there is NO interested Party. <input checked="" type="checkbox"/>																																													
6 AFFIDAVIT																																													
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																													
4/24/2023																																													
if authorized agent of contracting business entity																																													
AFFIX NOTARY STAMP / SEAL ABOVE																																													
Sworn to and subscribed before me, by the said _____, this the _____ day																																													
of _____, 20_____, to certify which, witness my hand and seal of office.																																													
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath																																													
ADD ADDITIONAL PAGES AS NECESSARY																																													

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

FORM CIQ

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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.

N/A

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.

N/A

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

☐ Yes

☐ No

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


☐ Yes

☐ No

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

N/A

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

7  or doing business with the governmental entity

4/24/2023

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

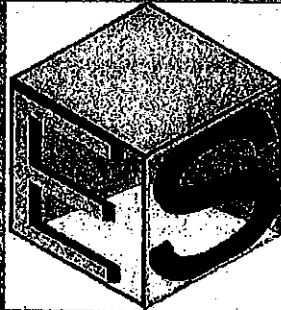
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(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.



STATEMENT OF QUALIFICATIONS

SQUARE E Services, LLC

32238 Whipple Rd.
Los Fresnos TX 78566
EC # 30003
Phone: 956-466-3492 Fax: 956-233-4826

Statement of Qualifications

For the City of Laredo

FY23-045 Information and
Electrical Controls
Maintenance and Emergency
Response Utilities Dept.

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I. FIRM INTRODUCTION

Square E Services, LLC is a minority owned and operated engineering firm. Our principal office is located in Laredo, Texas, with a remote office located in Los Fresnos TX. It shall be noted our personnel are located in Laredo Tx. This Company offers a well-rounded spectrum of Technical/Electrical and Engineering services. We provide viable support for the most modern of equipment along with solid solutions to the typical problems from the aging infrastructure facing all municipalities in our area. Our Professional Engineering services include improvements and additions to regional water and wastewater plants and Utility Infrastructure; including design and construction of HVAC and electrical/energy services; construction management; and inspection services. Our well-seasoned personnel are all trained in the state of the art equipment found in your facilities. To add, we are your present Facilities Maintenance Provider and our experience is in your equipment exactly. Our firm is ready to offer SCADA/Electrical Maintenance support as well as Engineering and Construction Inspection Services

Donovan Bragg, will be the Main Contract Administrator and is ready to continue to meet the needs of the City. He has 10+ years in programming and SCADA Integration, Panel Building, Trouble shooting, and overall Construction Management and is ready to be your main point of Contact.

Jonathan Monroe, is our second in command and has 5+ years of Electrical Construction experience, including the last 3+ years as a technician and SCADA Integrator.

Juan Pablo Cantú, P.E., will be the lead engineer and project manager for any Engineering needs that this Contract might require. He has over 20 years of progressive engineering experience. The years of experience includes Design, Project Management and, Construction Engineering for Water Plants, Sewer Plants, Liftstaitons, and the design of entire Electrical Systems for W/WW treatment plants.

The Square E Services team is ready to continue assisting the City of Laredo with their numerous projects. It shall be noted that the bulk of our personnel either live in Laredo, or stay in Laredo on a weekly basis. More than 90% of Square E Services efforts involve the City of Laredo, and we are ready and willing to continue supporting the City of Laredo in this same capacity. It should be noted that we have previously spent much time with City personnel over the last 10 years and have become intimately familiar with the many issues facing the COL, as well as maintain a very good working relationship with the COL family. Upon negotiating a contract, Square E Engineering, LLC can provide the COL with the necessary general and professional liability certificates.



II. SERVICES

Square E Services technical and analytical expertise' include the following:

Engineering Services

- ❖ Electrical/SCADA System Design, Installation, and Inspection
- ❖ Engineering Studies and Assessment Reports
- ❖ HVAC, Electrical, Lighting, MEP services
- ❖ Electrical System Design for W/WW facilities
- ❖ Design, bid, Construction of projects including Buy American and Davis Bacon Act verification and compliance reporting.
- ❖ Water Treatment facilities Planning and Design and Troubleshooting
- ❖ Water Treatment facilities Rehabilitation
- ❖ Project Management

SCADA Services

- ❖ SCADA Integration and Expansion
- ❖ Design and Implementation of communications system
- ❖ Development Mobile Controls System to allow Key personnel access to system parameters via mobile phones
- ❖ Water Treatment SCADA facilities Planning and Design and Troubleshooting
- ❖ Water Treatment facilities Rehabilitation

Electrical Services

- ❖ Lift Station Construction and Design;
- ❖ W/WW Electrical system Design, Construction,
- ❖ Electrical Inspection and assessment services
- ❖ Project Management



JUAN-PABLO CANTU, P.E. (Engineer)

Mr. Cantu has over 20 years of progressive experience in the electrical design and construction of water and wastewater infrastructure projects. He received his Bachelors of Science in Electrical Engineering from Texas A&M University-Kingsville in 1995, and is a Licensed Professional Engineer (#90105) in Electrical Engineering in the State of Texas. He has extensive experience in the construction, inspection, and electrical design of water/wastewater infrastructure projects. He also has extensive experience in contract management and regulatory agency coordination.

Engineering Projects: Tasks included development of Bid Documents including

- ❖ LMWD:
 - ❖ Electrical Design and Construction Management of Liftstation No. 19
 - ❖ LMWS WWTP Blower Expansion Project
 - ❖ Port Isabel WWTP Monofill Methane Monitors Engineering
- ❖ Brownsville PUB:
 - ❖ Electrical Design Lift stations #6, #63, #159.
 - ❖ SRWA - Electrical design for Transfer Pump expansion
- ❖ City of Rio Hondo Emergency:
 - ❖ Waterline interconnect. Lead Engineer in charge of overall efforts of finding funding and the Design Process.
 - ❖ Design and Construction Engineering for WTP upgrades; AMR design and implementation; Water Tower and GST tanks upgrade project; water line replacement project.
- ❖ S&B Infrastructure:
 - ❖ Electrical and SCADA Design and Construction phase Engineering for Palmview Collection System Phase 1
 - Liftstations A2, F,G, and G7
- ❖ Sharyland WSC 8MGD WTP Project includes design of Full WTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways and Controls Systems etc. - est. \$1,800,000
- ❖ City of La Joya WWTP Project includes design of Full WWTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways etc. - est. \$3,500,000
- ❖ City of La Joya WTP expansion Project includes design of Electrical System for the plant, Electrical System including wiring, breaker replacement, and raceways etc. - est. \$1,600,000
- ❖ City of Brownsville Storm Water Emergency Generator Improvements. Design and overall Electrical Construction Management/Inspection of installation of 2ea. 350kW Emergency Generators.
- ❖ City of Rio Hondo WTP Improvements: Project included Design of Full WTP Control System for plant including: Control for all pump stations, RTU and MTU designs; and RTU interface for Vendor Supplied WTP equipment. - \$125,000.00
- ❖ Raw Water Pumping Facility for ERHWSC: Electrical System Project design included Pump Starters and Low Voltage Distribution Equipment. Construction inspection services; Interface with County, Utility, and Owner for permitting and final inspection and Startup. - \$250,000.00



- ❖ City of Laredo:
 - ❖ Design of MHOC Booster Station Redundant Feeder Circuit: Electrical System Project design included:
 - Initial Design analysis of existing project, Harmonic Analysis and recommendation for redundant feeder system. Engineering Design and Construction inspection services, Interface with City, Utility, and Owner for permitting and final inspection and Startup.
 Total Project- \$500,000.00
 - ❖ Engineer of Record for 11 Booster Station Generator Packages Tasks included:
 - Development of all Bidding documents and Design Documentation.
 Project Total \$2.2 Million
 - ❖ Engineer of Record for 10 Liftstation Generator Packages.
 - Development of all Bidding documents and Design Documentation
 Project Total \$1.5 Million

As an Electrical Project Manager: Tasks included, the Development of a Schedule that included all tasks from initial groundbreaking of Electrical crews to Commercial Operation Date; Development of Submittals for Change orders, Requests for Information, and Field Change Request; Managed Budgets, Set timelines, schedules, and meetings to ensure project proceeded as planned

- ❖ City of San Benito WWTP Electrical System Construction Management 12 Month Project, Approximately \$1.5M project
- ❖ ERHWSC 6MGD WTP Electrical System Construction 3 Month Project, Approximately \$350k Budget
- ❖ Edinburg West 6MGD WTP Electrical System Construction 18 Month Project Approximately \$2.5M Budget
- ❖ Rancho Viejo Waste Water Collection System Construction inspection. During this project worked with a local Engineering firm NRS. Was in charge of two inspectors on Construction of various liftstation construction projects, installation of sewer line, manholes and forcemain.

EDUCATION

- Graduated with a Bachelor of Science-Electrical Engineering-Texas A & M University, Kingsville, Texas 1990-1995 GPA: 3.1
- Honor Graduate, Los Fresnos High School, Los Fresnos, Texas 1986-1990

ACTIVITIES, SCHOLARSHIPS, AND AWARDS

- Eta Kappa Nu - Electrical Engineering Honor Society,
- NHSF and NACME Scholarship Recipient
- TAMUK College of Engineering Academic Honor Roll,
- Professional Engineer #90105



Ceferino Hernandez

PROFILE

Designer
Journeyman Electrician
Project Manager
Lead Inspector

EDUCATION

- Associates Degree 1983
- Center of Technological Studies, Reynosa Mexico

Licenses, Training, Experiences

Journeyman Electrician State of Texas #96210

Project Experience:

Engineering Designer
Water Treatment Plant Construction/Construction Inspection
Waste Water Treatment Plant Construction
Lifstation Construction

Installation Experience:

Underground ductbank construction
Motors of all sizes
Generators of all sizes
Switchgear and MCC's
Conduit and Wiring and Startup of electrical systems
Control Panels

Selected Project Experience

Square E Engineering LLC,

5 years of progressive project experience including duties as a Project Manager in the projects listed below. Responsibilities include planning, project coordination, and a Foreman in charge of laborers. Charge of the construction various projects. In this position my responsibilities included ordering of materials, coordinating work with other Contractors and planning job tasks for our crews.

PROJECT NAME	PROJECT LOCATION	POSITION HELD
1. City of Laredo Maintenance	Laredo, TX	Project Manager
2. Aurora Algae	Arroyo City, TX	Project Manager
3. Sharyland WSC Alton WTP	Alton, TX	Construction Inspector
4. El Pico WTP Grounding Improv.	South Padre Island, TX	Construction Inspector

System Controls and Instrumentation San Antonio Texas. October 2007 to May 2014

7 years of progressive project experience including duties as a project Foreman in the projects listed below. In this position I displayed my capabilities as a planner, project coordinator, and a Foreman in charge of laborers. From project documentation including plans and specifications, I was responsible for



the construction various projects. In this position my responsibilities included ordering of materials, coordinating work with other Contractors and planning job tasks for our crews.

PROJECT NAME	PROJECT LOCATION	POSITION HELD
5. Jefferson Street WTP	Laredo, TX	Journeyman/Foreman
6. Edinburg WTP	Edinburg, TX	Journeyman/Foreman
7. San Benito WWTP	San Benito, TX	Journeyman/Foreman
8. South Padre Island WWTP	South Padre Island, TX	Journeyman/Foreman
9. Donna WWTP	Donna, TX	Journeyman/Foreman
10. La Feria WWTP	La Feria, TX	Journeyman/Foreman
11. Mission Lift Station	Mission, TX	Journeyman/Foreman

KST, Manor Texas February 2007 to September 2007

7 months of work experience in commercial projects as a Journeyman Electrician. Projects included School, and other Commercial Rehab projects

Global Electric, Brownsville TX, March 2006 to September 2006

6 months of work experience in Marine Electrical Projects as a Journeyman Electrician. Project included The electrical construction of a lounge/rest area for workers on a platform. Work included, the electrical system, communication systems wiring, fire alarm system wiring etc.

Schmidt Electric, Austin TX, January 2004 to December 2005

2 years of work experience in Commercial Projects as a Leadman Electrician. Project included The electrical construction of the electrical system for the University of Texas at Brownville Texas. Work included construction from the underground electrical system to complete building electrical.

Heggen Electric, Mercedes TX September 2002 to October 2003

1 year of work experience in Industrial Projects as an Electrician/Foreman. Projects included the installation of the electrical system for various plastic injection molding machines. These projects including coordination with other Contractors and Engineers. My efforts lead to successful completion of this project and additional bonus for myself and my company. Other projects included construction from the underground electrical system to complete building electrical for various commercial projects.

Electrical Systems of Texas, Mission TX May 1997 to September 2001

4 years of work experience in Motor and Motor Control system repairs as an Electrical Technician. Projects included the installation of the electrical system for various locations. These projects including coordination with other Contractors and Engineers. The work included the installation of various Motors, Electrical Systems, Lighting systems, and Motor Control systems.



Johnathan T. Monroe
1820 McPherson Ave Apt B, Laredo, TX, 78040
956-371-1005
monroecjt@gmail.com

Objective

Instrumentation and Controls Specialist

Computer skills

Languages

- Proficient with: C++ and Python
- Familiar with: C#, Microsoft Visual Basic, Java, JavaScript, HTML, and SQL

Software

- Database: Microsoft SQL Server, Oracle, MySQL
- Controls: Proficy Process Systems, Proficy iFix,

Experience

Assistant Electrician

12/16/2013 - 7/3/2015

Square E Engineering

- Assisted in the development of a new SCADA system at San Antonio Water Supply by creating and naming addresses and assisting in the construction of control panels (2013)
- Assisted in the installation of switchgears, breakers, and service lines (2014)
- Assisted in the installation of a switchgear and a VFD (2015)

Instrumentation and Controls Specialist

5/30/2016 - Present

Square E Engineering

- Experience in programming, troubleshooting, and repairing: PLC's, mag meters, transmitters, and valve actuators in relation to water plants
- Provide maintenance to control and electrical systems throughout water and wastewater plants
- Provide solutions to problems by using manuals, diagrams, schematics, and necessary tools (ex. Multimeter)
- Construction and maintenance of control and lighting panels



Education

University of Texas at Rio Grande Valley

Aug 2012 – May 2016

Brownsville, Texas

- Bachelor of Science in Computer Science
- Graduated *Cum Laude* with a GPA of 3.59 and a core GPA of 3.8

Certificates and Achievements

Acquired Apprentice Electrician's License on November 14, 2016

Skills

Languages

- Fluent in English
- Intermediate fluency in Spanish
- Beginner fluency in American Sign Language

Other

- Intermediate proficiency in Microsoft programs (ex. Word, Excel, and PowerPoint)
- 4 years Customer Service experience assisting in family owned business

references

Juan-Pablo Cantu

Owner of Square E Engineering

- Cell: 956-466-3492
- E-mail: jpcantu@squareecng.com



NATIVIDAD L VALENCIA

20106 Morris Rd
Harlingen, Texas 78552
Master Elec # 28369

Master Electrician:

- 45+ years experience as an Electrician in the South Texas Area
 - Tasks include: Planning, Bidding, Ordering of materials, Organizing Labor, Actual Construction, Project Management, and Supervisory tasks
 - Projects include numerous residential and commercial projects in the South Texas area.
- **Master Electrician of Record for Square E Services:**
 - Tasks include: Assistance in Planning, Bidding, Ordering of materials, Organizing Labor, Project Management, Construction and Supervisory task
 - Assistance in Design and Inspection Services for numerous projects
- ❖ City of Pharr WWTP Clarifier Additions - Construction and Management of Electrical Crews for Clarifier improvement project. Approximately \$200,000.00
- ❖ ULA Main Breaker Project - Construction and Management of Electrical Crews for replacement of numerous main breakers at the Harlingen ULA facility. Fast track project started on a Friday at 5:30 ran two shifts to be completed by Monday at 7:00am Approximately \$ 250,000.00
- ❖ Eagle Pass ISD Service Entrance Project - Construction and Management of Electrical Crews for replacement of numerous Service Entrance, Swgr. and Main Transformer at the Eagle Pass ISD Campus. Fast track project started on a Friday at 5:30 ran two shifts to be completed following by Monday at 7:00am During School year Spring Break. Approximately \$ 150,000.00
- ❖ City of Rio Hondo Design and Construction Management for WTP upgrades; AMR design and implementation; Water Tower and GST tanks upgrade project; Estimated \$3M
- ❖ Sharyland WSC 8MGD WTP Project includes assistance in design of Full WTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways and Controls Systems etc. - est. \$1,800,000
- ❖ City of La Joya WWTP Project includes assistance in design of Full WWTP Control System for the plant, Electrical System including Switchgear, Low Voltage Distribution system, Ductbank raceways etc. - est. \$3,500,000
- ❖ City of La Joya WTP expansion Project includes assistance in design of Electrical System for the plant, Electrical System including wiring, breaker replacement, and raceways etc. - est. \$1,600,000

Electrical Contracting (in a Consultant Capacity):

- Supervisory role at the Aurora Algae Facility, in Arroyo City Texas. Demonstration plant Electrical System - This project included the full construction from green field for the Design and installation of 1200A Switchgear and related distribution system to run the 10 Acre site. 4 Month Project, Approximate \$700K Budget.

LICENSES AND ACTIVITIES.

- Master Electrician #28369



- Active in the Our Lady of Assumption Catholic Church in Harlingen Tx

Professional References

Upon Request



List of References

Adrian Montemayor
System Manager
Webb County Utilities Department
513 Martha Drive
Rio Bravo TX 78046
P: 956-523-5590 | F: 956-724-7906
E-Mail: agmontemayor@webbcountytx.gov

Eric Haydon
Operations Manager
East Rio Hondo W.S.C
206 Industrial Pkwy.
Rio Hondo TX 78583
P: 956-247-7744 | F: 956-748-3179
E-Mail: elhaydon@erhwsc.com

Charles Ortiz, P.E.
District Engineer
Laguna Madre Water District
105 Port Road
Port Isabel TX 78578
P: 956-943-2626 ext. 130 | F: 956-943-6827
E-Mail: cortiz@lmwd.org

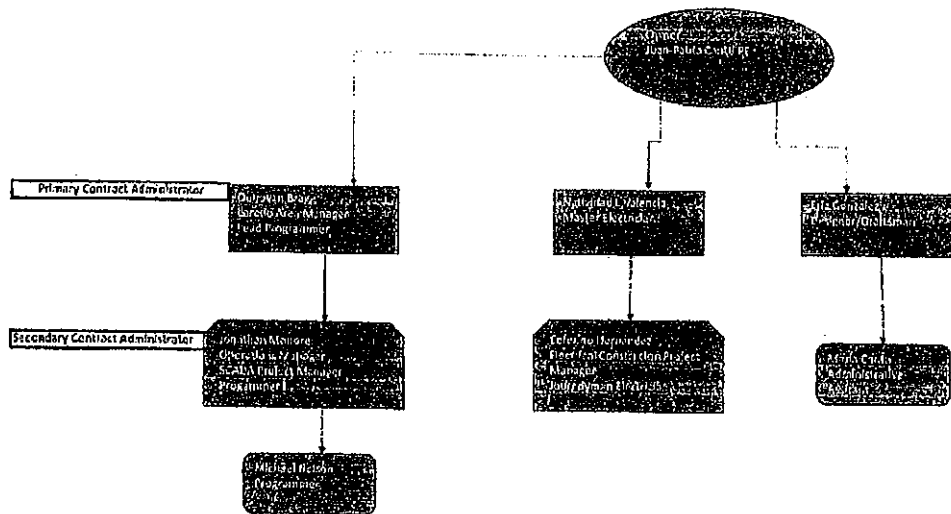
Alfredo J. Resendez, P.E.
Project Manager
Freese and Nichols Inc
Brownsville TX 78526
P: 956-873-1203 | F: -
E-Mail: AResendez@brownsville-pub.com

Ignacio Hinojosa, EIT
Project Manager
Ardurra Group Inc.
6010 McPherson Rd. Suite 110
Laredo TX 78041
P: 956-462-5511
E-Mail: ihinojosa@lrvinc.com

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/19/2022												
PRODUCER ROY GARCIA INSURANCE AGENCY 1213 E ALTON GLOOR STE A BROWNSVILLE TX 78526	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
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INSURER C: TEXAS MUTUAL														
INSURER D:														
INSURER E:														

COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC	WS385049	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. owned) \$ 100,000 MED EXP (Any one person) \$ EXCLD PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	03624027-0	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS CITY OF LAREDO IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY. WAIVER OF SUBROGATION PROVIDED FOR GENERAL LIABILITY, AUTO AND WORKERS COMPENSATION.						

CERTIFICATE HOLDER CITY OF LAREDO 1110 HOUSTON STREET LAREDO TX 78042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
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