



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

February 28, 2024

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 – Motor Oil Lubricants
Extension VI

Dear Mr. Lopez,

This is to inform you that the contract FY21-094 which was approved by the City Council on September 7, 2021 is up for renewal. The current term of this contract is for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the sixth of seven extension periods.

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

Arguindegui Oil Co.	
Accept <input checked="checked" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature:	
Print Name: <u>Beto Lopez</u>	
Date: <u>2/28/24</u>	



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

December 5, 2023

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 -- Motor Oil Lubricants
Extension V

Dear Mr. Lopez,

This is to inform you that the contract renewal FY21-094 was approved by the City Council on December 4, 2023. The term of this contract shall be for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the fifth of seven 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) 794-1731.

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 12/04/2023

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

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

SUBJECT

Consideration to renew the six-month supply contract FY21-094 with Arguindegui Oil Company, Laredo, Texas in an amount up to \$100,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as-needed basis. The term of this contract shall be for a period of six months beginning as of the date of its execution. At the time contract renewal notices were received, there was no price increase during this extension period; price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service. This is the fifth of seven extension periods. Funding is available in the Fleet Management Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved and amended a six-month contract on 7/31/23.

BACKGROUND

There was no price increase during the last extension period. During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. All items will be purchased on an as needed basis. This is the fifth of seven extension periods.

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

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

Contract Pricing:

Arguindegui Oil Company	Current Unit Pricing
SAE 5W-20 API SM, GF-4	\$ 9.69/Gal
SAE 10W-30 API SM, GF-4	\$ 9.69/Gal
SAE 15W-40 API CJ4	\$ 12.18/Gal
75W – 90 GL-5, MACK GO-H/GO-J	\$ 6.38/lbs.
NLGI-2,EP-2 for chassis and wheel bearing	\$ 3.69/lbs.
DEXRON III, MERCON, MERCON V, ATF+3	\$ 11.68/Gal
Full Synthetic Oil as per Allison TES- 295	\$ 32.84/Gal
AW-68 ALLISON C-3 & C4, JD 303, J-20C,	\$ 10.10/Gal
Full Strength Coolant, ASTM D3306, D4985,	\$ 7.00/Gal

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2024
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332073
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

November 22, 2023

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041


Re: FY21-094 – Motor Oil Lubricants
Extension V

Dear Mr. Lopez,

This is to inform you that the contract FY21-094 which was approved by the City Council on September 7, 2021 is up for renewal. The current term of this contract is for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the fifth of seven extension periods.

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

Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.	
Accept <input checked="checked" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: <u>Rocio G. Gámez for Beto Lopez</u>	
Print Name: <u>Rocio Gámez</u>	
Date: <u>11/22/23</u>	



City of Laredo
Purchasing Division
LETTER OF AWARD

August 1, 2023

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 – Motor Oil Lubricants
Extension IV

Dear Mr. Lopez,

This is to inform you that the contract renewal FY21-094 was approved by the City Council on July 31, 2023. The term of this contract shall be for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has five (6) month extension periods. This is the fourth of seven 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) 794-1731.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Pescador", written over a horizontal line.

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 07/31/2023

Initiated By: Rosario Cabello, Deputy City Manager

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

SUBJECT

Consideration to renew the six-month supply contract FY21-094 with Arguindegui Oil Company, Laredo, Texas in an amount up to \$100,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as-needed basis. The term of this contract shall be for a period of six months beginning as of the date of its execution. At the time contract renewal notices were received, there was no price increase during this extension period; price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service. This is the fourth of seven extension periods. Funding is available in the Fleet Management Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved and amended a six-month contract on 1/18/23.

BACKGROUND

There was no price increase during the last extension period. During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. All items will be purchased on an as needed basis. This is the fourth of seven extension periods.

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

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

Contract Pricing:

Arguindegui Oil Company	Current Unit Pricing
SAE 5W-20 API SM, GF-4	\$ 9.69/Gal
SAE 10W-30 API SM, GF-4	\$ 9.69/Gal
SAE 15W-40 API CJ4	\$ 12.18/Gal
75W – 90 GL-5, MACK GO-H/GO-J	\$ 6.38/lbs.
NLGI-2,EP-2 for chassis and wheel bearing	\$ 3.69/lbs.
DEXRON III, MERCON, MERCON V, ATF+3	\$ 11.68/Gal
Full Synthetic Oil as per Allison TES- 295	\$ 32.84/Gal
AW-68 ALLISON C-3 & C4, JD 303, J-20C,	\$ 10.10/Gal
Full Strength Coolant, ASTM D3306, D4985,	\$ 7.00/Gal

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332073
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

the next fiscal year, this contract becomes null and void.

Attachments

FY21-094 Bid Tab

FY21-094 Contract



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

June 12, 2023

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Starr Ct.
Laredo, Texas 78041

Re: FY21-094 - Motor Oil Lubricants
Extension IV

Dear Mr. Lopez,

This is to inform you that the contract FY21-094 which was approved by the City Council on September 7, 2021 is up for renewal. The current term of this contract is for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the fourth of seven extension periods.

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

Sincerely,

Miguel A. Pestador
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.	
Accept <input checked="" type="checkbox"/>	Reject <input type="checkbox"/>
Authorized Signature: <u>[Signature]</u>	
Print Name: <u>Beto Lopez</u>	
Date: <u>6/12/23</u>	



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

January 19, 2023

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 – Motor Oil Lubricants
Extension III

Dear Mr. Lopez,

This is to inform you that the contract renewal FY21-094 was approved by the City Council on January 18, 2023. The term of this contract shall be for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has five (6) month extension periods. This is the third of seven 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) 794-1731.

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 01/17/2023

Initiated By: Riazul Mia, Assistant City Manager

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

SUBJECT

Consideration to ratify the amendment and renewal of the six-month (6) supply contract FY21-094 by 25% with Arguindegui Oil Company, Laredo, Texas for an amount increase of \$20,000.00 and a renewable contract total amount of \$100,000.00 for the purchase of lubricants for the Fleet Department. The term of this contract shall expire February 1, 2023. The contract amendment is due to increase in the purchase of oil lubricants needed to maintain the Utilities generators and to cover future expenditures. There was no price increase during the last extension period. This contract can be renewed four (4) additional six (6) month periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a six-month contract on 8/1/22.

BACKGROUND

The term of this contract shall expire on 2/1/23. The contract amendment is due to increase in the purchase of oil lubricants needed to maintain the Utilities generators and to cover future expenditures. There was no price increase during the last extension period. Funding is available in the Fleet Management Budget.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for four (4), additional one (1) six-month periods. Should the vendor desire to extend the contract for the additional six-month 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 be bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said

month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Arguindegui Oil Company	6 Month Amount	
Current Contract Amount	\$ 80,000.00	
25% Increase	\$ 20,000.00	
Revised Contract Amount	\$ 100,000.00	

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed and amended.

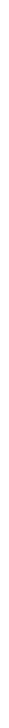
	Fiscal Impact
Fiscal Year:	2023
Budgeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332073
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

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

Attachments

FY21-094 Bid Tab
Contract FY21-094





City of Laredo
Purchasing Division
RENEWAL NOTICE

July 14, 2022

Mr. Reto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041


Re: FY21-094 - Motor Oil Lubricants
Extension II

Dear Mr. Lopez,

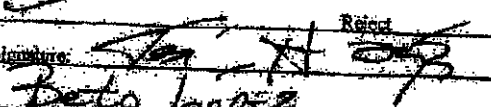
This is to inform you that the contract FY21-094 which was approved by the City Council on September 7, 2021 is up for renewal. The current term of this contract is for a period of six months. All commodities will be renewed on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of seven extension periods.

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

Sincerely,


Miguel A. Pascador
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.	
Accepted <input checked="" type="checkbox"/>	Revised <input type="checkbox"/>
Authorized Signature: 	
Print Name: Reto Lopez	
Date: 7/19/22	



ARGUINDEGUI OIL COMPANY II, LTD.

P.O. Box 1367, 4506 Highway 359, Laredo, Texas 78042
Phone: (956)722-5251 (800)722-5251 Fax: (956)722-7636

July 18, 2022

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

Re: FY21-094-Motor Oil Lubricants
Extension II

Dear Mr. Pescador,

Arguindegui Oil Company is willing to renew the Motor Oil Lubricants contract with the enclosed price increases. Unfortunately, prices have continued to increase since the date of the last extension. Attached are the latest price increase notifications from our suppliers for your files. We hope this trend does not continue and we will do our best to maintain a fair price to our partners.

Please advise me or Rocio Gamez at 956-722-5251 or at rocio.gamez@argpetro.com if changes are approved as listed and provide us with a revised Renewal Notice.

Sincerely,

Beto Lopez
Pricing Manager

FY21-094- Motor Oil Lubricants Extension II

<u>Item</u>	<u>Product Name</u>	<u>Current Price</u>	<u>New Price</u>
1	AOC Prem 5w20	\$6.99/bulk	\$9.69/bulk
2	AOC Prem 10w30	\$6.99/bulk	\$9.69/bulk
3	AOC Prem 15w40	\$9.00/bulk	\$12.18/bulk
4	P66 Triton Syngear FE 75w90	\$5.48/lb	\$6.38/lb
5	P66 Multiplex 600 #2	\$2.96/lb	\$3.69/lb
6	AOC Prem ATF	\$10.99/gal	\$11.68/gal
7	P66 Triton Heavy Duty ATF	\$28.65/gal	\$32.84/gal
8	AOC Prem Tractor Hydraulic Fluid	\$7.47/bulk	\$10.10/bulk
9	AOC ELC 100%	\$7.00/bulk	\$7.00/bulk



February 16, 2022

Dear Valued Customer

Pinnacle Resources continually works to control costs in an effort to remain competitive and maintain the level of quality and service that you have come to expect. Due to the rising cost of all materials associated with finished lubricants we are forced to implement a price increase of up to 15% on all products effective with orders placed on or after March 07, 2022. Orders will be limited to 100% of a customer's average monthly purchase history. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management



5504 Jefferson Parkway
Pine Bluff, AR 71602

March 14, 2022

Dear Valued Customer

Pinnacle Resources continually works to control costs in an effort to remain competitive and maintain the level of quality and service that you have come to expect. Due to the continued rising cost of transportation and all materials associated with finished lubricants we are forced to implement a price increase of up to 15% on all products effective with orders placed on or after March 21, 2022. Orders will be limited to 100% of a customer's average monthly purchase history. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

Ph. (870)247-2315 Fax (870)247-4464 Toll (800)344-1495 www.pinnacresourcesoil.com



May 02, 2022

Dear Valued Customer

Pinnacle Resources continually works to control costs in an effort to remain competitive and maintain the level of quality and service that you have come to expect. Due to the continued rising cost of transportation and all materials associated with finished lubricants we are forced to implement a price increase of up to 12% on all products effective with orders placed after May 20, 2022. Orders will be limited to 100% of a customer's average monthly purchase history. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management



5504 Jefferson Parkway
Pine Bluff, AR 71602

June 30, 2022

Dear Valued Customer

Pinnacle Resources continually works to control costs in an effort to remain competitive and maintain the level of quality and service that you have come to expect. Due to the continued rising cost of transportation and all materials associated with finished lubricants we are forced to implement a price increase of up to 12% on all products effective with orders placed after July 15, 2022. Orders will be limited to 100% of a customer's average monthly purchase history. As always, we appreciate the business you share with Pinnacle Resources.

Sincerely,

Pinnacle Resources, Inc. Management

Ph. (870)247-2315 Fax (870)247-4464 Toll (800)344-1495 www.pinnacleresourcesoil.com

Rocio Gamez

From: Beto Lopez
Sent: Monday, February 7, 2022 2:33 PM
To: Rocio Gamez
Subject: FW: CAUTION POSSIBLE SPAM: Phillips_66
_Lubricants_Price_Adjustment_-_Effective_March_7,_2022

From: Dirk Macfarlane <Marketing@phillips66lubricants.com>
Sent: Monday, February 7, 2022 2:30 PM
To: Beto Lopez <beto.lopez@argpetro.com>
Subject: CAUTION POSSIBLE SPAM: Phillips_66_Lubricants_Price_Adjustment_-_Effective_March_7,_2022



LUBRICANTS

February 7, 2022

Dear Phillips 66® Lubricants Marketer,

This letter is to advise you that Phillips 66 Lubricants will raise finished lubricants prices up to 15% with an effective date of March 7, 2022. Pricing will be evaluated on a product-by-product basis and individual products may fall outside of the price increase amount. This increase is being driven by recent increases in raw material and transportation costs that have occurred despite our best efforts to limit their impact on our product manufacturing.

We realize this price increase impacts both you and your customers. The advance notice provided is intended to allow reasonable time for you to communicate, as needed, to your customers. Segment-specific price increases will be provided by February 21, 2022. New customer-specific prices and list prices incorporating this increase will be available for download on Lubestream shortly thereafter.

We expect increased demand prior to the price change. To ensure a fair order fulfillment process, we will limit the volume Marketers can purchase to 100% of their monthly base volume from February 7, 2022 to March 6, 2022. Individual base volumes will be based on the average monthly volume purchased during the period of February 2021 through January 2022 with some pre-identified products not included in the base volume calculations. Please note that we will not provide

additional shifts or load slots beyond our normal scheduling and business hours. Since load slots are limited, we encourage Marketers to place orders as soon as possible and keep changes to a minimum. New pricing will apply to all products shipped on or after March 7, 2022. If you have any questions about your base volume, please contact your Account Manager.

Also, in order to fairly meet the needs of all customers, we ask that Marketers place orders consistent with the historical needs of their customers. Phillips 66 Lubricants reserves the right to limit purchases of any product if deemed to be excessive.

Phillips 66 Lubricants remains committed to providing our customers with high quality products at competitive prices. As always, we thank you for your continued business, support and understanding.

Sincerely,



Dirk MacFarlane
Manager, Finished Lubricants

CONTACT SUPPORT

U.S. and Canada
Customer Support
800.368.7128

International
Customer Service
+1.832.765.2600

Tech
Hotline
877.445.9198



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Rocio Gamez

From: Lily Garcia
Sent: Monday, March 21, 2022 4:47 PM
To: Beto Lopez; Rocio Gamez
Cc: Charlie Arguindegui; Elsa Arguindegui; Betty Jarvis; Jesse Carrasco
Subject: FW: Phillips 66 Lubricants Price Adjustment – Effective April 18, 2022

Thank you,

Lily Garcia

Executive Assistant

lily.garcia@argpetro.com

Arguindegui Oil Co. II, Ltd.

(956) 722-5251 Ex. 26

From: Dirk Macfarlane <Marketing@phillips66lubricants.com>
Sent: Monday, March 21, 2022 4:43 PM
To: Lily Garcia <lily.garcia@argpetro.com>
Subject: Phillips 66 Lubricants Price Adjustment – Effective April 18, 2022



LUBRICANTS

March 21, 2022

Dear Phillips 66® Lubricants Marketer,

This letter is to advise you that Phillips 66 Lubricants will raise finished lubricants prices up to 26% with an effective date of April 18, 2022. This increase is being driven by recent increases in raw material and transportation costs that have occurred despite our best efforts to limit their impact on our product manufacturing. Pricing will be evaluated on a product-by-product basis and individual products may fall outside of the price increase amount.

We realize this price increase impacts both you and your customers. The advance notice provided is intended to allow reasonable time for you to communicate, as needed, to your customers. Segment-specific price increases will be provided during the week of April 4, 2022. New customer-specific prices and list prices

incorporating this increase will be available for download on Lubestream shortly thereafter.

We expect increased demand prior to the price change. To ensure a fair order fulfillment process, we will limit the volume Marketers can purchase to 100% of their monthly base volume from March 21, 2022 to April 17, 2022. Individual base volumes will be based on the average monthly volume purchased during the period of March 2021 through February 2022 with some pre-identified products not included in the base volume calculations. Please note that we will not provide additional shifts or load slots beyond our normal scheduling and business hours. Since load slots are limited, we encourage Marketers to place orders as soon as possible and keep changes to a minimum. New pricing will apply to all products shipped on or after April 18, 2022. If you have any questions about your base volume, please contact your Account Manager.

Also, in order to fairly meet the needs of all customers, we ask that Marketers place orders consistent with the historical needs of their customers. Phillips 66 Lubricants reserves the right to limit purchases of any product if deemed to be excessive.

Phillips 66 Lubricants remains committed to providing our customers with high quality products at competitive prices. As always, we thank you for your continued business, support and understanding.

Sincerely,



Dirk MacFarlane
Manager, Finished Lubricants

CONTACT SUPPORT

U.S. and Canada
Customer Support
800.368.7128

International
Customer Service
+1.832.765.2500

Tech
Hotline
877.445.9198

[Lubestream](#)

Rocio Gamez

To: Lily Garcia; Beto Lopez
Cc: Jesse Carrasco
Subject: RE: Phillips 66 Lubricants Price Adjustment – Effective June 6, 2022

From: Dirk Macfarlane <Marketing@phillips66lubricants.com>
Sent: Friday, May 6, 2022 1:41 PM
To: Lily Garcia <lily.garcia@arabpetro.com>
Subject: Phillips 66 Lubricants Price Adjustment – Effective June 6, 2022



LUBRICANTS

May 6, 2022

Dear Phillips 66® Lubricants Marketer,

This letter is to advise you that Phillips 66 Lubricants will raise finished lubricants prices up to 10% with an effective date of June 6, 2022. This increase is being driven by recent increases in raw material and transportation costs that have occurred despite our best efforts to limit their impact on our product manufacturing. Pricing will be evaluated on a product-by-product basis and individual products may fall outside of the price increase amount.

We realize this price increase impacts both you and your customers. The advance notice provided is intended to allow reasonable time for you to communicate, as needed, to your customers. Segment-specific price increases will be provided during the week of May 23, 2022. New customer-specific prices and list prices incorporating this increase will be available for download on Lubestream shortly thereafter.

We expect increased demand prior to the price change. To ensure a fair order fulfillment process, we will limit the volume Marketers can purchase to 100% of their monthly base volume from May 6, 2022 to June 5, 2022. Individual base volumes will be based on the average monthly volume purchased during the period of May 2021 through April 2022 with some pre-identified products not included in the base volume calculations. Please note that we will not provide additional shifts or load slots beyond our normal scheduling and business hours. Since load slots are limited, we encourage Marketers to place orders as soon as possible and keep

changes to a minimum. New pricing will apply to all products shipped on or after June 6, 2022. If you have any questions about your base volume, please contact your Account Manager.

Also, in order to fairly meet the needs of all customers, we ask that Marketers place orders consistent with the historical needs of their customers. Phillips 66 Lubricants reserves the right to limit purchases of any product if deemed to be excessive.

Phillips 66 Lubricants remains committed to providing our customers with high quality products at competitive prices. As always, we thank you for your continued business, support and understanding.

Sincerely,



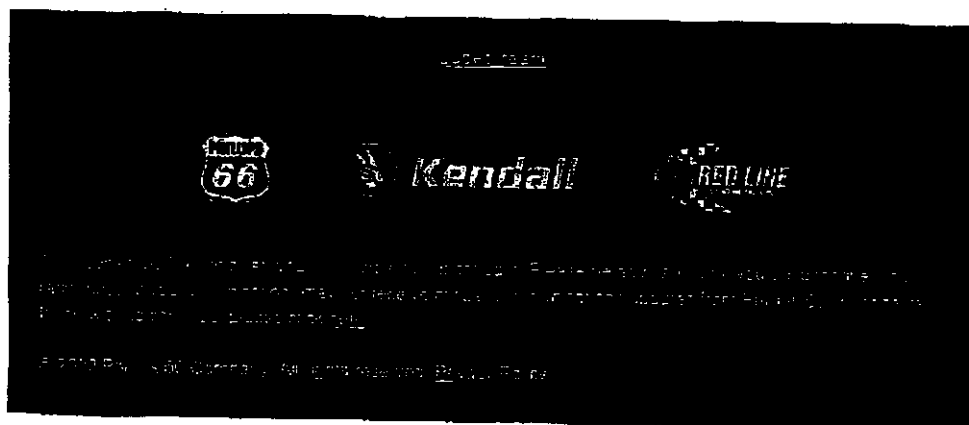
Dirk MacFarlane
Manager, Finished Lubricants

CONTACT SUPPORT

U.S. and Canada
Customer Support
800.368.7128

International
Customer Service
+1.832.765.2500

Tech
Hotline
877.445.9198



Rocio Gamez

From: Lily Garcia
Sent: Wednesday, June 29, 2022 11:53 AM
To: Beto Lopez; Rocio Gamez; Jesse Carrasco
Cc: Charlie Arguindegui; Elsa Arguindegui; Betty Hoffpauir
Subject: FW: Phillips 66 Lubricants Price Adjustment – Effective August 1, 2022

FYI

Thank you,

Lily Garcia

Executive Assistant

lily.garcia@argopetro.com

Arguindegui Oil Co. II, Ltd.

(956) 722-5251 Ex. 25

From: Dirk Macfarlane <Marketing@phillips66lubricants.com>
Sent: Wednesday, June 29, 2022 11:51 AM
To: Lily Garcia <lily.garcia@argopetro.com>
Subject: Phillips 66 Lubricants Price Adjustment – Effective August 1, 2022



LUBRICANTS

June 29, 2022

Dear Phillips 66® Lubricants Marketer,

This letter is to advise you that Phillips 66 Lubricants will raise finished lubricants prices up to 12% with an effective date of August 1, 2022. This increase is being driven by recent increases in raw material and transportation costs that have occurred despite our best efforts to limit their impact on our product manufacturing. Pricing will be evaluated on a product-by-product basis and individual products may fall outside of the price increase amount.

We realize this price increase impacts both you and your customers. The advance notice provided is intended to allow reasonable time for you to communicate, as needed, to your customers. Segment-specific price increases will be provided during the week of July 18, 2022. New customer-specific prices and list prices

incorporating this increase will be available for download on Lubestream shortly thereafter.

We expect increased demand prior to the price change. To ensure a fair order fulfillment process, we will limit the volume Marketers can purchase to 100% of their monthly base volume from July 1, 2022 to July 31, 2022. Individual base volumes will be based on the average monthly volume purchased during the period of June 2021 through May 2022 with some pre-identified products not included in the base volume calculations. Please note that we will not provide additional shifts or load slots beyond our normal scheduling and business hours. Since load slots are limited, we encourage Marketers to place orders as soon as possible and keep changes to a minimum. New pricing will apply to all products shipped on or after August 1, 2022. If you have any questions about your base volume, please contact your Account Manager.

Also, in order to fairly meet the needs of all customers, we ask that Marketers place orders consistent with the historical needs of their customers. Phillips 66 Lubricants reserves the right to limit purchases of any product if deemed to be excessive.

Phillips 66 Lubricants remains committed to providing our customers with high quality products at competitive prices. As always, we thank you for your continued business, support and understanding.

Sincerely,



Dirk Macfarlane
Manager, Finished Lubricants

CONTACT SUPPORT

U.S. and Canada
Customer Support
800.368.7128

International
Customer Service
+1.832.765.2500

Tech
Hotline
877.445.9198

[Lubestream](#)



**City of Laredo
Purchasing Division**

LETTER OF AWARD

January 19, 2022

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 - Motor Oil Lubricants
Extension I

Dear Mr. Lopez,

This is to inform you that the contract renewal FY21-094 was approved by the City Council on January 18, 2022. The term of this contract shall be for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has seven (6) month extension periods. This is the first of seven extension periods.

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

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 01/18/2022

Initiated By: Riazul Mia, Assistant City Manager

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

SUBJECT

Consideration to renew the six-month (6) supply contract FY21-094 with Arguindegui Oil Company, Laredo, Texas in an amount up to \$80,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as needed basis. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. At the time contract renewal notices were received, there was an average price increase of 4% due to an increase in the crude oil market during this extension period; price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service. This is the first of seven extension periods. Funding is available in the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a six-month contract on 9/7/21.

BACKGROUND

Due to an increase in the crude oil market, there will be an average price increase of 4% during this extension period. During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. All items will be purchased on an as needed basis. This is the first of seven extension periods.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for six, additional six (6) month periods. Should the vendor desire to extend the contract for the additional six-month 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.

Contract Pricing:

Arguldegul Oil Company	Current Unit Pricing	Proposed Price Increase
SAE 5W-20 API SM, GF-4	\$ 6.60/Gal	\$ 6.99/Gal
SAE 10W-30 API SM, GF-4	\$ 6.60/Gal	\$ 6.99/Gal
SAE 15W-40 API CJ4	\$ 8.33/Gal	\$ 9.00/Gal
75W - 90 GL-5, MACK GO-H/GO-J	\$ 5.36/lbs.	\$ 5.48/lbs.
NLGI-2, EP-2 for chassis and wheel bearing	\$ 2.96/lbs.	\$ 2.96/lbs.
DEXRON III, MERCON, MERCON V, ATF+3	\$ 10.51/Gal	\$ 10.99/Gal
Full Synthetic Oil as per Allison TES-295	\$ 27.40/Gal	\$ 28.65/Gal
AW-68 ALLISON C-3 & C4, JD 303, J-20C,	\$ 7.15/Gal	\$ 7.47/Gal
Full Strength Coolant, ASTM D3306, D4985,	\$ 6.50/Gal	\$ 7.00/Gal

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2022
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332073
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

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

Attachments

FY21-094 Bid Tab

FY21-094 Contract

FY21-094 Price Increase Documentation



City of Laredo
Purchasing Division
RENEWAL NOTICE

December 15, 2021

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 - Motor Oil Lubricants
Extension I

Dear Mr. Lopez,

This is to inform you that the contract FY21-094 which was approved by the City Council on September 7, 2021 is up for renewal. The current term of this contract is for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the first of seven extension periods.

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

Sincerely,


Miguel A. Escobar
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.
Account <u>Yes. With approved, Beto Lopez</u>
Authorized Signature: <u>[Signature]</u>
Print Name: <u>Beto Lopez</u>
Date: <u>12/15/22</u>



**City of Laredo
Purchasing Division**

LETTER OF AWARD

September 8, 2021

Mr. Beto Lopez
Arguindegui Oil Co.
6551 Star Ct.
Laredo, Texas 78041

Re: FY21-094 - Motor Oil Lubricants
Approved by City Council on September 7, 2021

Dear Mr. Lopez,

This is to inform you that the contract FY21-094 was approved by the City Council on September 7, 2021. The term of this contract shall be for a period of six months. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has seven (6) month 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 cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/FAO_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council**Meeting Date:** 09/07/2021**Initiated By:** Riazul Mia, Assistant City Manager**Staff Source:** Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent**SUBJECT**

Consideration to award a six-month (6) supply contract FY21-094 to the sole bidder Arguindegui Oil Company, Laredo, Texas in an amount up to \$80,000.00 for the purchase of lubricants for the Fleet Department. All lubricants will be secured on an as-needed basis. The term of this contract shall be for a period of six (6) months beginning as of the date of its execution and is contingent upon the availability of appropriate funds. This contract can be renewed seven (7) additional six (6) month extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid through CIt-E-Bid for furnishing the Fleet Maintenance Department with lubricants for a six month period. All items will be purchased on an as need basis throughout the contract period. During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area.

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for seven (7), additional one (1) six-month periods. Should the vendor desire to extend the contract for the additional six-month period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Contract Pricing:

Arguindegui Oil Company	Unit Cost
SAE 5W-20 API SM, GF-4	\$ 6.60/Gal
SAE 10W-30 API SM, GF-4	\$ 6.60/Gal
SAE 15W-40 API CJ4	\$ 8.33/Gal
75W - 90 GL-5, MACK GO-H/GO-J	\$ 5.36/lbs.

NLGI-2, EP-2 for chassis and wheel bearing	\$ 2.96/lbs.
DEXRON III, MERCON, MERCON V, ATF+3	\$ 10.51/Gal
Full Synthetic Oil as per Allison TES- 295	\$ 27.40/Gal
AW-68 ALLISON C-3 & C4, JD 303, J-20C,	\$ 7.15/Gal
Full Strength Coolant, ASTM D3306, D4985,	\$ 6.50/Gal

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

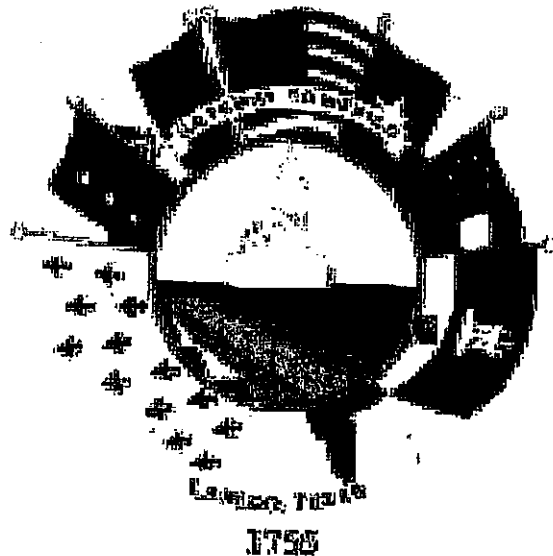
Fiscal Year: 2021
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332073
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

FY21-094 Contract
 FY21-094 Bid Tab



FY21-094

**Argulndegui Oil Co. II, Ltd
Supplier Response**

Event Information

Number: FY21-094

Title: Motor Oil Lubricants

Type: Request For Bid

Issue Date: 7/29/2021

Deadline: 8/19/2021 05:00 PM (CT)

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

1. Please make sure that the proposal is in a sealed envelope marked with

the following:

• Name of Proposal

• Name of Company submitting Proposal

•Address of Company submitting Proposal

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

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

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

City Secretary's Office

Contact Information

Contact: Juan Arriaga

Address: Utilities

5816 Daugherty

Laredo, TX 788041

Phone: (956) 721-2013

Email: jarriaga@ci.laredo.tx.us

Arguindegui Oil Co. II, Ltd Information

Contact: Beto Lopez
Address: 8551 Star Ct
Laredo, TX 78041
Phone: (956) 722-5251
Fax: (956) 727-7636
Toll Free: (800) 722-5251
Email: beto.lopez@argpetro.com

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

Jose H Lopez

Signature

Submitted at 8/18/2021 11:24:36 AM

beto.lopez@argpetro.com

Email

Response Attachments

City of Laredo Motor Oil & Lubricants Bid FY21-094 Submitted.pdf

Arguindegui Oil Co. II, Ltd, City of Laredo Motor Oil & Lubricants Bid FY21-094 Submitted

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 Arguindegui Oil Co. II, Ltd. Beto Lopez 956-722-5251
3	State how long under has the business been in its present business name 79 years
4	If applicable, list all other names under which the Business identified above operated in the last five years N/A
5	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

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

No to all

7 Questions Part 2

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

NO to all

8 State if the Company is a certified minority business enterprise

Historically Underutilized Business (HUB)

9 Conflict of Interest Disclosure

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

10 Conflict of Interest Questionnaire Form CIQ

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

11 Conflict of Interest Questionnaire

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

1 2	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 3	This is a <div style="border: 1px solid black; padding: 2px; display: inline-block;">New Submission</div>
1 4	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px; display: inline-block;">Beto Lopez</div>
1 5	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px; display: inline-block;">Motor Oil & Lubricants - Fleet Department FY21-094</div>
1 6	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px; display: inline-block;">Arguategui Oil Co. II, Ltd</div>
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. <div style="border: 1px solid black; padding: 2px; display: inline-block;">Not Applicable</div>
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. <div style="border: 1px solid black; padding: 2px; display: inline-block;">No response</div>
1 9	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; display: inline-block;">Not Applicable</div>
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. <div style="border: 1px solid black; padding: 2px; display: inline-block;">No response</div>
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; display: inline-block;">Not Applicable</div>
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. <div style="border: 1px solid black; padding: 2px; display: inline-block;">No response</div>

2 3	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p><input type="text" value="Not Applicable"/></p>
2 4	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="No response"/></p>
2 5	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 6	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p><input type="text" value="I am not aware of any conflict of interest"/></p>
2 7	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <p><input type="text" value="No response"/></p>
2 8	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
2 9	<p>Question 10. No Contract with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section (I have read and understand this section)</p>
3 0	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 178 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised (I have acknowledge that I have been advised)</p>

3 1	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Beto Lopez, Credit/Pricing Manager Arguindegui Oil Co. II, Ltd. 08-18-21 </div>
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. <input checked="" type="checkbox"/> I swear or affirm information is correct (I swear or affirm information is correct)
3 3	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> No response </div>
3 4	Award By Section This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes (Yes)
3 5	Terms and Conditions for Request for Bids TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request. (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB. 2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified. 3.0 SUBMISSION OF BIDS (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.idonwave.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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

Bid Lines

1 Package Header**Section I - Motor Oil Lubricants**Quantity: 1 UOM: EATotal: \$116,370.30**Package Items****1.1 Gas Motor Oil, Bulk**

SAE 5W-20 API SM, GF-4

Quantity: 400 UOM: GallonsPrice: \$6.60Total: \$2,640.00**1.2 Gas Motor Oil, Bulk**

SAE 10W-30 API SM, GF-4

Quantity: 400 UOM: GallonsPrice: \$6.60Total: \$2,640.00**1.3 Diesel Engine Oil, Bulk**

SAE 15W-40 API CJ4/CK-4

Quantity: 5600 UOM: GallonsPrice: \$8.33Total: \$46,648.00**1.4 Synthetic Gear Oil, Drum**

75W-90 GL-5, MACK GO-H/GO-J

Quantity: 1230 UOM: Lbs.Price: \$5.36Total: \$6,592.80**1.5 High Temp Grease, Drum**

NLGI-2, EP-2 for chassis and wheel bearing, lithium base

Quantity: 1200 UOM: Lbs.Price: \$2.96Total: \$3,552.00**1.6 Multi-Vehicle Automatic Transmission Fluid, Bulk**

DEXRON III, MERCON,

MERCON V, ATF+3, ATF+4

Quantity: 1400 UOM: GallonsPrice: \$10.51Total: \$14,714.00**1.7 Automatic Transmission Fluid, Drum**

Full Synthetic Oil as per Allison TES-295 SPEC -Certification

Quantity: 440 UOM: GallonsPrice: \$27.40Total: \$12,056.00**1.8 Tractor Transmission & HYD Fluid, Bulk**

AW-68 ALLISON C-3 & C4, JD 303, J-20C, QUATROL, J21A

Quantity: 3000 UOM: GallonsPrice: \$7.15Total: \$21,450.00**1.9 Multi-Vehicle Anti-Freeze, Drum**

Full Strength Coolant, ASTM D3306, D4985, DEXCOOL, G05

Quantity: 935 UOM: GallonsPrice: \$6.50Total: \$6,077.50**Response Total: \$116,370.30**

CITY OF LAREDO
PURCHASING DIVISION



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

**MOTOR OIL & LUBRICANTS CONTRACT
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a six-month supply contract for the purchase of motor oil and lubricants for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.lonwave.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 August 19, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on August 20, 2021.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:
**Bid: Motor Oil & Lubricants-Fleet Department
FY21-094**

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

MANUAL BID DROP-OFF PROCEDURES

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

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

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this invitation for Bids and other contract provisions for awarding a six-month supply contract for the purchase of motor oil and lubricants for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.onweb.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 19, 2021 and all bids received will be opened and read publicly on August 20, 2021 at 11:00 A.M.

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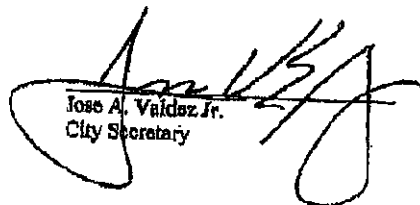
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C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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WITNESS MY HAND AND SEAL, ON THIS 29th DAY OF JULY 2021.


Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
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**CITY OF LAREDO
PURCHASING DIVISION**

City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

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(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. Within 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.

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(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.

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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

**CITY OF LAREDO
PURCHASING DIVISION**

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."

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

12.0 INSURANCE REQUIREMENTS (Not required for this contract)

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

14.0

DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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Formal Invitation for Bids
Motor Oil & Lubricants Contract
Fleet Department

15.0 Scope of Work

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 a six-month supply contract for the purchase of motor oil and lubricants for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through CIt-B-Bid: <https://cityoflaredo.onwave.net/Login.aspx>.

15.1 All questions for this bid shall be submitted through CIt-B-Bid or by email no later than, August 10, 2021 to:
Email: saldape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:
Contact Phone# Email
Ron Miller (956) 727-6455 rmiller@ci.laredo.tx.us

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. freight included, City of Laredo, Fleet Maintenance Division, 1102 Bob Bullock, Laredo, Texas 78043. Delivery must be made within forty-eight hours after receipt of order.

16.2 Bid will be awarded by items to the lowest responsible bidder meeting the city's requirements.

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

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

16.5 Bidder must include w/bid, Manufacturer's Data Sheet and descriptive literature describing products.

16.6 The bid price must also include the \$0.08 cent Used Oil Management Fund fee for applicable Products

17.0 Delivery

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

Bidder's business hours: From: 12:00 a.m. to 11:59 p.m.

Days of week: 7 days a week

18.0 Term of Contract

The term of this contract shall be for a period of six (6) months beginning as of the date of its execution. The contract may be extended for seven (7), additional one (1) six-month periods. Should the vendor desire to extend the contract for the additional six-month 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.

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Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

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

19.0 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."

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

19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.906 provides definitions of certain terms occurring in the section.

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

20.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service (OPIS). The base price shall be the OPIS average rack price for the Laredo area. The base price bid of the vendor will remain fixed during the contract period. 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 mpasador@ci.laredo.tx.us

**CITY OF LAREDO
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21.0 Required Format and Contents of Bid Submission

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

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

CITY OF LAREDO
PURCHASING DIVISION

22.0 Tab A - Bidder Information Questionnaire

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

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

Name of Offeror (Business) Arguindegui Oil Co. II, Ltd.

Signature

of person authorized to sign bid

Date 08-18-21

Print Name Beto Lopez

of person authorized to sign bid

Title: Credit/Pricing Manager

Business Address: 6551 Star Ct

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956-722-5251

Fax Number: 956-727-7636

Contact Person Email Address: beto.lopez@argpetro.com

Federal Tax ID Number: 74-1668080

Bidders Principal/Corporate Place of Business Address: 6551 Star Ct Laredo, TX 78041

Indicated Status of Business:

Corporation XXXX Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 79 years

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

N/A

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

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- Has the business, or any officer or partner thereof, failed to complete a contract? Yes **XXXX**
- Is any litigation pending against the Business? Yes **XXXX**
- Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes **XXXX**
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 **XXXX**
- 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 **XXXX**
- Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes **XXXX**
- 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 **XXXX**
- Is the Business in arrears in any contract or debt? Yes **XXXX**
- Has the Business been a defaulter, as a principal, surety, or otherwise? Yes **XXXX**
- Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes **XXXX**

State if company is a certified minority business enterprise:			
Historically Underutilized Business (HUB):	XXXX	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: <input type="checkbox"/>			
<i>The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditures the City will make with any given company</i>			

**CITY OF LAREDO
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23.0 Tab B Price Schedule

23.1 Section I - Motor Oil Lubricants

Item	Description	Lubricant Specifications	Est. Qty	Unit Price	Ext. Total	Brand Proposed
1	Gas Motor Oil, Bulk	SAE 5W-20 API SM, GF-4	400 Gal.	\$ 6.60	\$2,640.00	AOC Premium
2	Gas Motor Oil, Bulk	SAE 10W-30 API SM, GF-4	400 Gal.	\$ 6.60	\$2,640.00	AOC Premium
3	Diesel Engine Oil, Bulk	SAE 15W-40 API CF4/CK-4	5,600 Gal.	\$ 8.33	\$46,848.00	AOC Premium
4	Synthetic Gear Oil, Drum	75W-90 GL-5, MACK GO-B/GO-J	1,230 lbs.	\$5.36	\$6,592.80	Phillips 66 Triton Syngear
5	High Temp Grease, Drum	NLGI-2, EP-2 for chassis and wheel bearing, lithium base	1,200 lbs.	\$ 2.96	3,552.00 \$1,184.00	Phillips 66 Multiplex 600 #2
6	Multi-Vehicle Automatic Transmission Fluid, Bulk	DEXRON III, MERCON, MERCON V, ATF+3, ATF+4	1,400 Gal.	\$10.51	\$14,714.00	AOC Premium Synthetic ATF
7	Automatic Transmission Fluid, Drum	Full Synthetic Oil as per Allison TBS-295 SPEC - Certification	440 Gal.	\$27.40	\$12,056.00	Phillips 66 Triton Heavy Duty ATF
8	Tractor Transmission & HYD Fluid, Bulk	AW-68 ALLISON C-3 & C4, JD 303, J-20C, QUATROL, J21A	3,000 Gal.	\$7.15	\$21,450.00	AOC Premium Tractor Hydraulic Fluid
9	Multi-Vehicle Anti-Freeze, Drum	Full Strength Coolant, ASTM D3306, D4985, DEXCOOL, G05	935 Gal.	\$8.50	\$6,077.50	AOC Premium ELC 100%
Total					\$44,802.80 116,370.30	

*** All items must be completely filled in to be considered ***

***** Bid Price Schedule Section I must be completely filled out in order to be considered *****

Company Name: Arguindegui Oil Co. II, Ltd.

Owner/President Name: Alfonso Arguindegui & Charlie Arguindegui Jr

Company Address: 6551 Star Ct

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: Beito Lopez

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

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24.0 Tab C- Conflict of Interest Disclosure

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

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

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

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

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

1. Mayor
 2. Council Members
 3. City Manager
 4. Members of the Fire Fighters and Police Officers Civil Service Commission.
 5. Members of the Planning and Zoning Commission.
 6. Members of the Board of Adjustments
 7. Members of the Building Standards Board
 8. Parks & Leisure Advisory Committee Member,
 9. Historic District Land Board Member,
 10. Ethics Commission Board Member,
 11. The Board of Commissioners of the Laredo Housing Authority
 12. The Executive Director of the Laredo Housing Authority
 13. Any other City of Laredo decision making board member
- If additional information is needed please contact Miguel A. Posador, Purchasing Agent at 956-794-1731

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☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THIS NO VIOLATION OF SECTION 178.006,
LOCAL GOVERNMENT CODE EXISTS.
Beto Lopez [Signature] 8/18/21
Name Signature Date

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

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 178.008, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.008, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(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

08-18-21

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

25.0 Tab D

Project:

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WEBB {}

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Beto Lopez

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

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

[Signature]
Signature of:

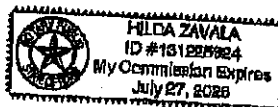
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of Aug. 20 21

[Signature]
Notary Public

My commission expires:

July 27th, 2025





City of Laredo

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

a) Contract or Project name(s): Motor Oil & Lubricants

b) Originating Department(s): Fleet Department

Arguingdegui Oil Co. II, Ltd.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

☐ List of subcontractors:

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

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

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

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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?

☒ 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 includes information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ 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 contract 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.

CITY OF LAREDO
PURCHASING DIVISION

☒ 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.

Beto Lopez

Name (Print)

Signature

Title

Arguindegui Oil Co. II, Ltd.

08-18-21

Company or DBA

Date

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

Implementation of House Bill 1295

27.1 Certificate of Interested Parties (Form 1295):

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

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

27.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 8 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICER USE ONLY

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

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

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

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

5 Check only if there is NO interested party. ☐

6 AFFIDAVIT

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

APPLIC NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/6/2018

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

**CITY OF LAREDO
PURCHASING DIVISION**

28.0 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 August 19, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on August 20, 2021.

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

**Bid: Motor Oil & Lubricants-Fleet Department
FY21-094**

Bids can be downloaded and submitted through Ck-B-Bid: <https://cityoflaredo.enrwave.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