



**City of Laredo
Purchasing Division**

RENEWAL NOTICE

February 27, 2024

Mr. Francisco Javier Rios Jr.
Night Owl Safety, LLC.
1604 Texcoma Street
Laredo, Texas 78043

Re: Fire Extinguisher, Inspections, Parts, Service & Replacement
FY22-033
Extension II

Dear Mr. Rios,

This is to inform you that the contract FY22-033 is up for renewal. This is the second of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s). Please advise if you wish to renew this contract.

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

<u>Night Owl Safety</u>	
Request a contract extension:	☒ <u>Yes</u>
Not request a contract extension:	☐ <u>No</u>
Authorized Signature:	<u>[Signature]</u>
Print Name:	<u>Francisco Javier Rios Jr.</u>
Date:	<u>02/27/2024</u>

FIRE EXTINGUISHER LICENSE TYPE B - PORTABLES
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Rios, Francisco Javier

License Number

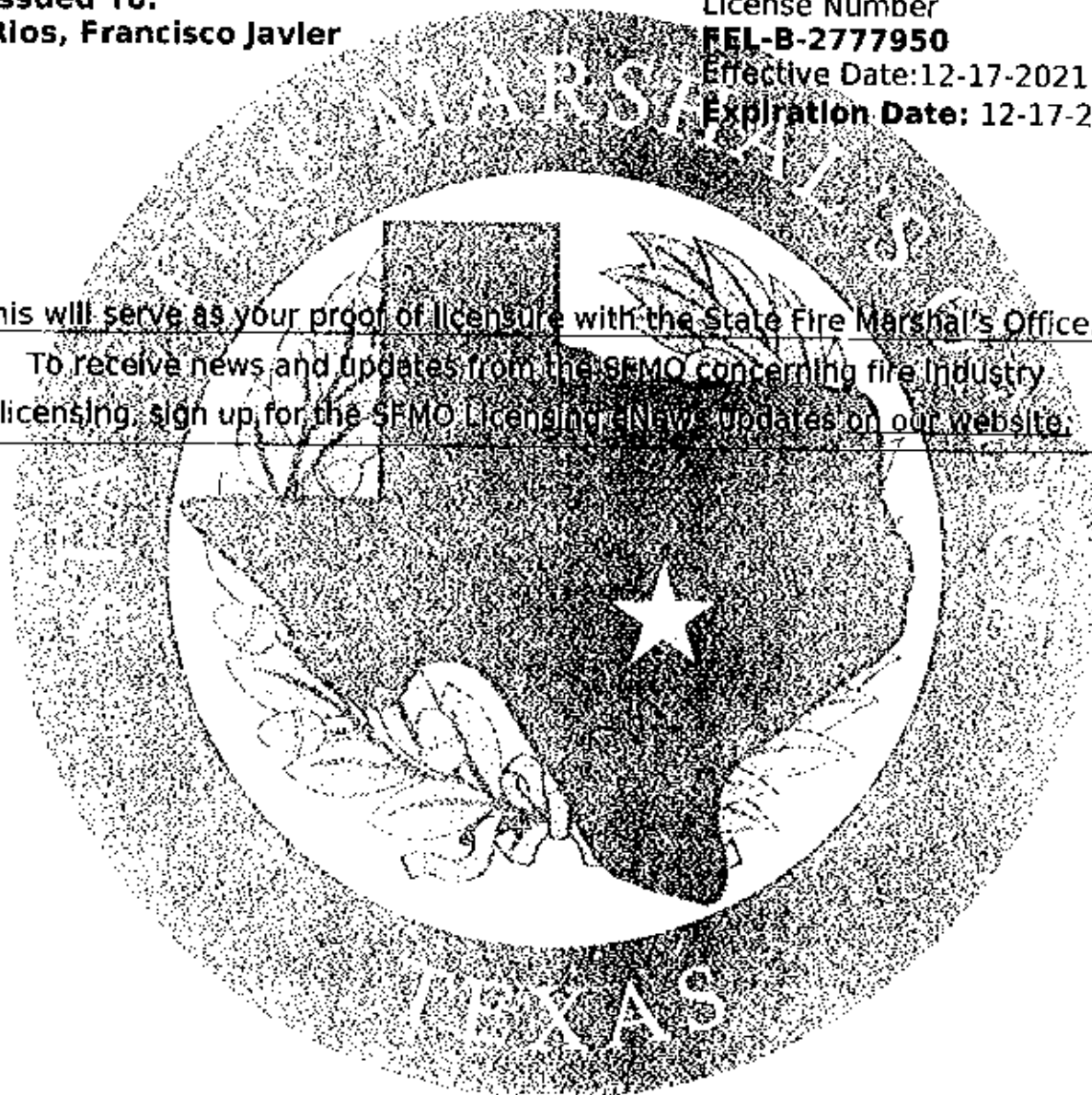
FEL-B-2777950

Effective Date: 12-17-2021

Expiration Date: 12-17-2024

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.





**City of Laredo
Purchasing Division**

LETTER OF AWARD

March 21, 2023

Mr. Francisco Javier Rios Jr.
Night Owl Safety, LLC.
1604 Texcoma Street
Laredo, Texas 78043

Re: Fire Extinguisher, Inspections, Parts, Service & Replacement
FY22-033
Extension I

Dear Mr. Rios,

This is to inform you that the renewal for contract FY22-033 was approved by City Council on March 20, 2023. The term of this contract shall be for a period of one year. This is the first of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

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

Sincerely,

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

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular

Meeting Date: 03/20/2023

Initiated By: Rosario Cabello, Interim City Manager

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

SUBJECT

Consideration to renew and amend annual supply and service contract FY22-033 by 25% with Night Owl Safety, LLC., Laredo, Texas, for an amount increase of \$12,500.00 and a new contract total amount of \$62,500.00. This contract is for the inspection, repair, and replacement of fire extinguishers for various City of Laredo departments. This contract establishes an hourly service rate and cost for the repair and replacement of fire extinguishers. The contract amendment is due to an increase in usage, cost of materials and to cover future expenditures. The term of this contract shall be for a period of one year beginning as of the date of its execution. The contract may be extended for two, additional one year period, upon mutual agreement of the parties. All repair services will be purchased on an as needed basis. Funding is available in the respective department accounts.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approve a one year contract on 2/7/22.

BACKGROUND

This contract establishes hourly service rate and cost for the repair and replacement of fire extinguishers for various city departments. Night Owl Safety has a State of Texas Fire Marshall License (# ECR-2777954) for fire extinguisher services. All repair services will be purchased on an as needed basis. There was a 13% increase in material cost but no increase in the labor costs during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (2), additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council,

subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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.

Refer to Bid Tabulation for Pricing.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2023

Budgeted Y/N?: Yes

Source of Funds:

Account #:

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 contracts becomes null and void.

Funding is available in the respective department accounts.

Attachments

Bid Tab FY22-033

FY22-033 Contract

FY22-033 Price Increase

Night Owl Safety LLC

For: City Of Laredo

Estimate No:

Date:

New 5lb (ABC) Fire Extinguisher	\$	\$101.64
UL Listed		
Wall Bracket		
Maintenance	\$	\$12.60
Inspection Tag	\$	\$12.00
Inspections	\$	\$9.00
Recharge Fee (All Extinguishers)	\$	\$40.00

Subtotal

TAX 0%

Total

Total

\$



**City of Laredo
Purchasing Division**

LETTER OF AWARD

February 10, 2023

Mr. Francisco Javier Rios Jr.
Night Owl Safety, LLC.
1604 Texcoma Street
Laredo, Texas 78043

Re: Fire Extinguisher, Inspections, Parts, Service & Replacement
Contract FY22-033
Extension I

Dear Mr. Rios,

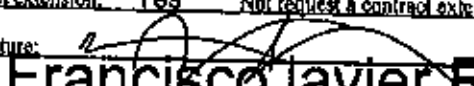
This is to inform you that the contract FY22-033 which was approved by City Council on February 7, 2022 is up for renewal. This is the first of three extension periods for this contract. Please advise if you wish to renew this contract.

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

Sincerely,


Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

<u>Night Owl Safety</u>	
Request a contract extension:	<u>Yes</u> <u>Not request a contract extension:</u>
Authorized Signature:	
Print Name:	<u>Francisco Javier Rios Jr.</u>
Date:	<u>02-10-2023</u>



**City of Laredo
Purchasing Division**

LETTER OF AWARD

February 8, 2022

Mr. Francisco Javier Rios Jr.
Night Owl Safety, LLC.
1604 Texcoma Street
Laredo, Texas 78043

Re: Fire Extinguisher, Inspections, Parts, Service & Replacement
Contract FY22-033

Dear Mr. Rios,

This is to inform you that contract FY22-033 was approved by City Council on February 7, 2022. The term of this contract shall be for a period of one year. This contract has three one (1) year extension periods. Your company will be the primary vendor for this contract.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us. If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council- Regular

Meeting Date: 02/07/2022

Initiated By: Rosario Cabello, Deputy City
Manager

Staff Source: Jose F. Castillo, Finance Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to award an annual supply and service contract FY22-033 to the sole bidder Night Owl Safety, LLC., Laredo, Texas, in an amount of up to \$50,000.00 for the inspection, repair, and replacement of fire extinguishers for various City of Laredo departments. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3), additional one (1) year periods, upon mutual agreement of the parties. Funding for the additional extensions are subject to future budget appropriations. All repair services will be purchased on an as needed basis. Funding is available in the respective department accounts.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) RFP through Cit-E-Bid for the replacement and repair of fire extinguishers for various city departments. This contract establishes hourly service rate and cost for the repair and replacement of fire extinguishers. Night Owl Safety has a State of Texas Fire Marshall License (# ECR-2777954) for fire extinguisher services. All repair services will be purchased on an as needed basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three (3), additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall 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.

Refer to Bid Tabulation for Pricing.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

	Fiscal Impact
Fiscal Year:	2022
Budgeted Y/N?:	Yes
Source of Funds:	
Account #:	
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 contracts becomes null and void.

Funding is available in the respective department accounts.

Attachments

Bid Tab FY22-033
FY22-033 Contract

[NIGHT OWL SAFETY LLC]

[FRANCISCO JAVIER RIOS JR.]



ADDRESS

11041 Texas Ave. #10
Houston, TX 77036



PHONE

(281) 991-1111



EMAIL

francisco.rios@nightowlsafety.com



WEBSITE

nightowlsafety.com

OVERVIEW

With a company that has several years of experience and a competent team, we ensure that all fire extinguishers are regularly inspected and maintained according to the standards laid down by the fire code. When you ask the professionals at Night Owl Safety to do the inspection for you, we ensure the best service.

Our reputation was built by our hard-working and highly qualified team of professionals which include technicians, managers, and supervisors, we are dedicated to ensuring consistency in our quality services. A detailed - oriented Fire Extinguisher Technician dedicated to protecting individuals and property from fire damage through comprehensive analysis of existing fire protection methods. Adept at assessing existing preventative procedures and offering tech-based solutions. Specialize in servicing and repairing, Night Owl Safety has been operating since November 2021 but has been in the field of safety and protection through sister company Scorpion Security Services which has been operating since November 2018, Night Owl Safety has many years of experience regardless of the company being new through extensive training provided by Mr. Israel Santillan (Laredo Police Academy Instructor) through his training courses that we have attended since 2017 for proper knowledge of Security and safety, the training involved being aware of Fire Extinguishers and Fire hazards, being able to properly use a fire extinguisher and to report any obstructions interfering with fire exits or extinguishers. Owner of Night Owl Safety Francisco Javier Rios jr. has many certifications that make him a very trusted technician and instructor.

I am a seasoned, result-driven, and skillful Fire Extinguisher Technician with over 5 years of experience. I have sound knowledge of all aspects of Security and Fire safety and prevention. I have the reputation of working for high-end organizations handling a wide spectrum of responsibilities.

Throughout my experience with Scorpion security, I learned how important safety is for our employees, and our clients. Therefore, I took a significant role for the company to have our officers professionally trained and with the basic knowledge of fire prevention and safety.

The years of experience later benefited me as I later engaged in the field of fire extinguisher inspections and fire prevention and safety for local businesses, such as medical facility's (Laredo Hope Ambulance Service, LLP) as well as a transportation company (Obsidian Force Transport). Since I was not licensed, I was not able to service, repair or tag the extinguishers, so my job was to evaluate the extinguishers condition, check if the seal had been tampered with, or if the fire extinguisher pressure was low, or if it needed servicing. Overall, I would give the client a regular inspection and educate them with law codes to keep the business from receiving a violation. I would advise the client of the issues and the client will take charge from there to have it serviced. 3 years ago, I studied the NAFED 18 statutes and rules book and came across this section under NAFED "NAFED 18 Chapter 7 (Inspections, Maintenance and recharging) Section 7.1.2.3*"

"Persons Performing inspections shall not be required to be certified."

What led Francisco to opening Night Owl Safety was his constant concern of safety for his clients as Supervisor for Scorpion Security Services, I made sure our clients were up to date with the fire extinguishers in case of an emergency, made sure there was no obstructions to fire exits or extinguishers, I applied this knowledge in training to our officers.

A visionary, forward-thinking Fire Extinguisher Technician offering three years of progressive progress and outstanding success across multiple Security firms. Outstanding negotiation and relationship administration skills with the ability to motivate teams to outperform expectations. I know that my history and experience along with my attention to detail would be a benefit to the City of Laredo and that the city would find my skills to be essential.

Some of the key competences that I can bring to a new opportunity include:

Certifications:

Fel-B License -2777950

ECR - 2777954 - registration number

Certified Portable Fire Extinguisher Technician
(ICC/NAFED)

State Fire Marshal TFM01 - Extinguisher Statues and Rules

Fire Extinguisher Use Certification

Fire Prevention & Response Certification

Hazpower: Fire Prevention & Protection Certification

Benefits of Working with Night Owl Safety

Insurance & Workers Compensation -
Night Owl Safety operates with proper general
liability insurance and Worker Compensation

Established relationships with suppliers-
Suppliers include A.C.E. Fire Protection, Anstar
Fire, A-1 Fire & Safety



Exhibit A Overview of Company Information

a. The reputation of the bidder & overview of company -

My name is Francisco Javier Rios Jr., I am 26 years of age with a passion to serve the community through public safety, fire prevention and Fire extinguisher servicing and repairing. Furthermore, my past personal and professional experience has made me a quality Fire Extinguisher Technician, and a Private Security Officer. Overall, everything I have done thus far has given me the skills and knowledge needed for when it comes to Fire Prevention & Safety and servicing portable fire extinguishers and test DOT non-specification portable fire extinguishers. Since its inception, Night Owl Safety has been completing high-quality, high-performing, and safety-driven projects for a wide range of markets. Which includes warehouses, residential buildings, industrial facilities, medical facilities, and hotels. I am thrilled by the idea of possibly working with the City of Laredo and helping the city by reducing expenses when it comes to this line of business. Night Owl Safety has established several relationships with respected National Suppliers, and by always going above and beyond for our City of Laredo and clients by maintaining every objective and locations compliant with state laws and regulations and by providing the best and fastest quality servicing to the fire extinguishers when needed.

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

Night Owl Safety understands the demands placed on business owners and managers to maintain compliance and protect their employees, customers, and property. Our goal is to offer a tailored program for each customer's unique challenges. As a full-service fire extinguisher servicing and protection company, Night Owl Safety can address all your fire protection needs. We take pride in knowing our fire extinguisher statutes and rules and compliance regarding state laws and regulations. Offering the maximum level of safety and effectiveness. Night Owl Safety is committed to meeting or exceeding your expectations every day. Through our experienced and licensed personnel, we offer 24-hours a day, 365 days a year services to fit your needs.

ADVANTAGES OF HIRING NIGHT OWL SAFETY



By working with Night Owl Safety, you receive the benefits of scale with the customer service and accountability of a local business.

WE OFFER A SINGLE POINT OF CONTACT

We take pride in being a full-service, one-stop-shop for all your fire and life safety needs. Our team is composed of industry experts who can successfully inspect, service and repair any fire extinguisher.

WE DO IT THE RIGHT WAY

We are active members of national organizations such as NFPA and ICC and we perform our work to the highest standards in the industry. We are fire protection professionals.

WE PROMISE CUSTOMER SATISFACTION

Before our technicians leave the worksite, they will personally show you the work they did to validate your complete satisfaction. In addition, our administrators will call you after the job to verify that you are satisfied.

WE HIRE THE BEST

We treat our employees the best, so they treat you the best. Each of our technicians is trained, certified, insured, and will provide services in a courteous and professional manner. They are proud to be members of our exceptional team.

WE OFFER AN INTEGRATED SOLUTION

We have invested in the latest technology to ensure you have the information and documentation to make informed decisions about your facilities. Our technicians utilize handheld mobile devices to efficiently and accurately address your fire and life safety needs.

WE ARE READY 24/7

Night Owl Safety understands that time is a critical factor during any emergency. Day or night, seven days a week, our technicians are on call and ready to respond to any situation.

What we do during inspections:

- Inspect all the physical and visual elements of all the multiple types of fire extinguishers that your company might have, making sure that everything is compatible.
- We verify and tag all the fire extinguisher units that are being used on the premises.
- We verify the last services that were provided to the fire extinguishers, including six-year stickers, verification collars, and hydrostatic testing stickers.
- We make sure that the correct type of fire extinguisher is being used to tackle the appropriate type of hazard. The reason being that there are diverse kinds of fire extinguishers for different fire hazards. For instance, a fire extinguisher for electricity induced fire is different from the one for metal or gas-induced fire.
- We verify whether the extinguisher is of a reasonable size for the area and for the occupant to handle.

Why is it Essential to Get Portable Fire Extinguishers Inspected?

Although fire extinguisher sales have gone up, people are still not taking care of the inspection. Fire extinguishers always come first in the line of defense against fire. You always need to be prepared for the worst, and the worst in this scenario is a fire breakout. In such a situation, even if you have fire extinguishers, but they are not maintained and inspected regularly, there is a high probability that they won't adequately, or maybe not even work at all. Therefore, once you get portable fire extinguishers, you need to inspect them regularly; after all, a new regulation of proof in the fire code in Texas demands you to do it.

How Often Is the Inspection Required?

Well, there are some requirements by NFPA (such as the fire code), AHJ in Texas, and in all probability, your insurance company to keep your fire extinguisher maintained and inspected regularly. How often you need to inspect depends on the fire extinguisher, your company, and some other external factors.

- There might be a need for daily or weekly inspections if some conditions are met in your company. You can get to know about it in more detail by contacting experts at Night Owl Safety in Texas.
- The NFPA requires you to carry out monthly inspections of the portable fire extinguishers. Your insurance company might demand the same.

Inspections of Fire Extinguishers: What to Expect

Portable fire extinguishers must be inspected, tested, and maintained regularly to ensure that they are ready to use. When Night Owl Safety Inspectors come to your facility, they visually evaluate each unit for any obstructions. Each fire extinguisher is checked for pressure and recharged as needed. We note that inspections have been done correctly so that your records are up to date if the Texas Fire Marshall conducts a review. We can also provide suggestions for new models and service old extinguishers as needed, as well as provide advice and answer any concerns you may have about fire safety and prevention equipment. All of our technicians are licensed and fluent in national and local fire code and can outfit your space with the proper equipment for maximum protection and code compliance.

Exhibit B – List the number of Fire Extinguishers and supplies needed

TYPES OF FIRE EXTINGUISHERS

ABC TYPE (2.5LB, 5LB, 10LB, 20LB)

BC TYPE (2.5LB, 5LB, 10LB, 20LB)

K TYPE (6 LITER, 2.5 GALLON)

CO2 (5LB, 10LB)

HALOTRON (5LB)

SERVICES NEEDED:

ANNUAL INSPECTION

6 YEAR MAINTENANCE

HYDROSTATIC TESTING

Fire Extinguisher Technician Hourly Rate:

New Fire Extinguisher Pricing

ABC Fire Extinguisher 2.5 Lb.

ABC Fire Extinguisher 5 Lb

ABC Fire Extinguisher 10 Lb

ABC Fire Extinguisher 20 Lb

BC Fire Extinguisher 2.5 Lb.

BC Fire Extinguisher 5 Lb.

BC Fire Extinguisher 10 Lb.

BC Fire Extinguisher 20 Lb.

K Type Fire Extinguisher 6 Liter

K Type Fire Extinguisher 2.5 Gallon

CO2 Fire Extinguisher 5 Lb.

CO2 Fire Extinguisher 10 Lb.

Halotron Fire Extinguisher 5 Lb.

We will have servicing assistance 24/7 accordingly will also undertake responsibility to cover for holidays and weekends.

The relationship that I have with my suppliers will benefit the city of Laredo in many ways, I can save the city hundreds if not thousands of dollars in a year span due to this relationship that I can utilize to provide the city of Laredo with better deals, and above all a better service as Night Owl Safety is open 24/7 if needed. A supervisor is always on standby, when it comes to servicing, we do operate during business hours and business days, but no need to worry our turnaround date can be as fast as 3 business days at the max 7 days which is a normal period.

Exhibit C-

I am a certified fire extinguisher technician holding a Fel-B license with my own ECR registration. I hold several certificates and I can now professionally train and instruct those who are interested in fire safety and prevention courses as I have partnered with J.J. Keller to administer courses such as Fire prevention and response, fire extinguisher use and Hazwoper: Fire prevention and protection. I have also obtained a high score on state Exam Tfm01 - Extinguisher statutes and rules which is a required state exam to be a certified technician and passed the Type B- Test that is required to become a Fire extinguisher technician.

We have provided our clients with the best safety measures to ensure protection to business. We have worked with STI Transportation, Pan America Transportation and many local warehouses, transportation companies like Stand Guard LLC and Obsidian Force transport, medical industry such as Laredo Hope Ambulance Service, LLP, Automotive and repair with MPD diesel mechanic shop, Scorpion security services, and daycare business Creative Kids Learning Center and many more businesses.

Our duty is to check up on our clients every week to ensure and enforce safety protocols, in case of any damages such as broken hose, tempered seal then I after my inspection it is my duty to inform the owner or manager of the business and let them know what the issue is, from there they will handle it by taking the initiative to service the extinguisher, in this case since I would inspect them since before I was certified, now I am given the privilege to service and repair the fire extinguishers for my clients. As stated in NAFED 18, chapter 7 section 1.2.3

"No license for inspection is needed"

We utilize the latest technology to keep your extinguisher and fire protection equipment up to date and in compliance with the ever-changing fire code laws.

We follow all Laredo Fire Department, Texas Fire Marshal, OSHA, NFPA, and NAFED guidelines for maximum safety and fire protection. We offer all fire extinguisher inspection, servicing and repairing services and supplies.



Francisco Javier Rios Jr.

1614 Texoma St

Laredo, Tx, 78046

Nightowl[safety.mgmt@gmail.com

Reference List

Jesus Munoz, OWNER, Laredo Hope Ambulance Service, LLP

5411 McPherson Rd. Ste. 104

LAREDO, TX 78041

956-724-5888

NOTE: Mr. Munoz is a loyal client to Scorpion Security Services for the past 3 years. Mr. Rios has worked closely with Mr. Munoz by keeping Laredo Hope Ambulance Service, LLP compliant with state law and regulations and doing a weekly inspection on fire extinguishers inside the business and fire extinguishers inside company vehicles. Mr. Munoz is now an active client with Night Owl Safety LLC.

ISRAEL SANTILLAN, OWNER, SHIELD AND SAFETY SECURITY (LAREDO POLICE ACADEMY INSTRUCTOR)

SHIELD Safety & Security Services

Laredo, TX 78043

(956) 436-4246

NOTE: Mr. Santillan was my employer 6 years ago and I remained active as an Armed Guard with his company for 3 years (Shield & Safety Security), throughout my experience with Mr. Santillan who provided professional training courses for security officers and gave us proper knowledge for fire prevention and safety to keep our clients property and personal safe.

SERGIO SANCHEZ, OWNER, OBSIDIAN FORCE TRANSPORT LLC

3705 Santos Morales

512-738-9057

Sergio59583@outlook.com

NOTE: Mr. Sanchez has been a client for Mr. Rios for the past 8 months. These past 8 months we have assisted our client to stay compliant with DOT Regulations, Mr. Sanchez has the Fire Extinguishers of his company trucks inspected after every 3-week trip to make sure there isn't any violations or issues that need to be fixed, only inspections were done.

KEVIN RIOS, MANAGER, SCORPION SECURITY SERVICES

319 Barcelona Ave

Laredo, Texas 78046

956-441-7349

Rios.Scorpionss@gmail.com

NOTE: Mr. Kevin Rios is the manager for Scorpion Security Services. Now being the manager for 3 years. Through out my journey with scorpion security services my role was to maintain our clients compliant with fire extinguisher inspections, and fire prevention protocols, as well as instructing all security officers under scorpion security with courses administered through J.J Keller Training for fire prevention, fire extinguisher use and Hazpower: Fire Prevention & Protection Certifications.

MARICELA SANCHEZ, OWNER, Creative Kids Learning Academy

3301 Lomas Del Sur Suite 6

956-462-5080

NOTE: Mrs. Sanchez has now been a client of Scorpion security services for 3 years, now a client of Night Owl Safety LLC, I would do proper inspections to the fire extinguishers inside the building and advise client if any violations were found and if servicing was needed.



Night Owl Safety LLC

Inspection Procedures

Performing an inspection is the easiest thing you can do to ensure your extinguisher can be used reliably and effectively in an emergency. At a minimum, inspection needs to consist of the following steps:

Make sure it is located in its designated place

Make sure the extinguisher is visible or that there is signage indicating where the extinguisher is located

Make sure you can easily access the extinguisher

Ensure the pressure gauge is in the operable range or position

Make sure it is full, this can be done by just lifting the extinguisher or you can weigh it

For wheeled extinguishers, make sure the condition of tires, wheels, carriage, hose, and nozzle are acceptable

For non-rechargeable extinguishers, operate the push-to-test pressure indicators

Qualifications

You are not required to be certified in order to perform an inspection; any knowledgeable, competent person should be able to do it.

Frequency

NFPA 10 requires extinguishers be inspected when they are initially installed and once a month after that. You should inspect extinguishers more frequently if they are installed in locations where they are more prone to rust, impact or tampering.

Recordkeeping

Records of the monthly inspections need to be maintained by either putting a tag or label on the extinguisher or by having it recorded on paper or electronic files. The following items need to be recorded:

The month and year of the inspection

The person conducting the inspection

These records need to be maintained for at least 12 months.

Maintenance Procedures

Maintenance procedures must include the procedures detailed in the manufacturer's service manual and a thorough examination of the basic elements of the fire extinguisher, including the following:

Mechanical parts of all fire extinguishers

Extinguishing agent

Expelling means

Physical condition

This is completed by doing an external examination. An internal examination can also be required as part of your maintenance. Details on how to do an internal examination are located in your fire extinguisher service manual.

Qualifications

Maintenance needs to be performed by a certified person. Certification requires that a person take a test acceptable to the AHJ. A certified person needs to, at the very least, be familiar with the requirements in NFPA 10.

Frequency

Fire extinguishers need to have an external maintenance examination conducted on a yearly basis, at the time of hydrostatic test, or when specifically indicated by an inspection discrepancy. Extinguishers need to have an internal examination conducted at anywhere from 1–6-year intervals depending on the type of extinguisher. For example, a dry chemical, stored pressure fire extinguisher must have an internal examination every 6 years, see NFPA 10 Table 7.3.3.1 for more details on other types of fire extinguishers.

Recordkeeping

Each fire extinguisher shall have a tag or label securely attached that indicates that maintenance was performed. The tag or label needs to identify the following:

Month and year maintenance was performed

Person performing the work

Name of the agency performing the work

Extinguishers also need a verification-of-service collar located around the neck of the container if an internal examination was conducted. That collar needs to have:

Month and year the work was performed

Name of the agency performing the work

Hydrostatic Testing Procedures

A hydrostatic test always begins with an internal and external examination of the extinguisher as described in the maintenance section. The extinguisher then has many of its components removed so it is stripped down to pretty much just the shell and hose and is filled with water at a certain pressure for a certain time. The extinguisher must then be completely dried to get rid of all of the water and is then reassembled and recharged. If there is any leakage, distortion or permanent moving of couplings the cylinder fails the hydrostatic test and it must be condemned.

Qualifications

People who do hydrostatic testing need to know what they are doing because it can be dangerous if performed incorrectly. They need to be trained, certified, and have the correct equipment and facility to perform the testing.

Frequency

Like internal maintenance, hydrostatic testing is done at different intervals based on the type of extinguisher you have. These are done either every 5 or 12 years. See Table 8.3.1 in NFPA 10 to see which applies to your type of extinguisher.

Recordkeeping

For low pressure cylinders a label is required to be attached to the extinguisher. It needs to contain:

The name of the person conducting the test

The date of the test

The pressure at which the test was performed. For high pressure cylinders the testers identification number and the date must be stamped onto the shoulder, top, head, neck or foot ring.



INTERNATIONAL CODE COUNCIL FRANCISCO RIOS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Certified Portable Fire Extinguisher Technician

Given this day November 4, 2021

Certificate No. 10110037

(Signature)
Candy Davis, CBO
President, Board of Directors

(Signature)
Dominic Sims, CBO
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of this certificate.

STATE FIRE MARSHAL'S OFFICE

EXAMINATION SCORE REPORT

This report certifies that Francisco RioB, ID No. XXXXX3808 has taken an examination through PSI and achieved the results detailed below.



FRANCISCO RIOB
1814 TEXOMA ST
LAREDO, TEXAS 78046

DOB: 05/26/1996

EXAMINATION DATE: 11/04/2021

EXAMINATION NAME: TFM01 - Extinguisher Statutes and Rules

EXAMINATION SCORE: 82%

EXAMINATION RESULT: PASS

Congratulations! You passed the TFM01 - Extinguisher Statutes and Rules examination.

A passing grade does not constitute licensure. You must submit an application for licensure to the State Fire Marshal's Office. This application and license fee information is available and may be downloaded at <https://psitexas.com/fire>.

The following is an analysis of your examination:

Topic	# Questions	# Correct	% Correct
Rules - Administrative	9	9	100%
Rules - Licensing	9	6	66%
Rules - Technical	12	11	91%
Statute - Administrative	9	8	88%
Statute - Licensing	7	6	85%
Statute - Technical	4	1	25%
RESULT *** PASS ***	50	41	82%

**THIS ORIGINAL SCORE REPORT MUST BE SUBMITTED WITH YOUR LICENSE APPLICATION
EXAMINATION RESULTS ARE VALID FOR ONE YEAR**

This examination was delivered by PSI Services LLC ** 3210 E Tropicana ** Las Vegas, NV 89121 ** 800-733-0267 ** www.psiexam.com

Registered Location(s):

1014 TEXOMA ST

LAREDO TX 78046-9402

Registration Number

ECR-2777954

Expiration Date: 12-17-2022

EFFECTIVE DATE: 12-17-2021

FIRE EXTINGUISHER CERTIFICATE OF REGISTRATION

Issued To:

Night Owl Safety LLC



DATE ISSUED: December 17, 2021

Orlando P. Hernandez, State Fire Marshal 5F0811111

Issued To:

Rios, Francisco Javier
1614 TEXOMA ST
LAREDO TX 78046-5204

License Number

FEL-B-2777960

Expiration Date: 12-17-2022

EFFECTIVE DATE: 12-17-2021

FIRE EXTINGUISHER LICENSE TYPE B-PORTABLES



DATE ISSUED: December 17, 2021

Orlando P. Hernandez, State Fire Marshal

SF081|1119



December 20, 2021

To whom it may concern:

I wish to inform you that I have known Mr. Francisco Javier Rios Jr. as a very dedicated individual who strives for success in everything that he attempts, and I would like to take this opportunity to write this letter of reference for Mr. Francisco Rios in regards of his services in Fire Extinguisher Inspections and Code Compliance.

In the time I've known him, Mr. Rios has always showed integrity, dedication and discipline as his characteristic traits that reflect upon him, he has provided great value to Obsidian Force Transport by using his marketing and management skills that have helped provide value to the company. Throughout our business relationship Mr. Rios has always been on time, looking sharp and is always up to date with trainings provided for safety to demonstrate to others, before employing Francisco, he was already a Commissioned security officer with experience, wide range of knowledge and skillfully trained by instructor of the Laredo Police Academy.

Mr. Rios is a very responsible and organized person who has shown leadership and social qualities who also pays attention to detail. He has demonstrated that he has a take-charge personality and is innovative and creative some of his many assets include interpersonal and communication skills, Mr. Rios has good ethic and is willing to go beyond what is required and the willingness of having to take on new tasks and responsibilities.

In sum, I sincerely recommend Mr. Rios to your program without hesitation. Mr. Rios's analytical and communication skills will enable him to excel in the future, because he has what it takes to achieve anything he puts his mind to which includes his current process of becoming a licensed and certified portable fire extinguisher technician not only for his intellectual strengths, but also for the maturity, confidence, and ambition that he has. After working with Mr. Rios for 8 months now, he has taken the role of inspecting my company every other weekend after long trips and has always kept me in compliance. I know Mr. Rios will do the best there is when it comes to Servicing Fire Extinguishers.

Respectfully Submitted, 

Sergio Reymundo Sanchez
Owner, Obsidian Force Transport LLC

Address: 319 E Frost St
Laredo, TX 78040
Call Us: 512-738-9057
Email: Sergio59534@outlook.com
Mon ~ Fri: 9:00 AM ~ 5:00 PM



MARTINEZ, FRANKLIN & MORALES, PLLC
ATTORNEYS AT LAW

December 27, 2021

To whom it may concern:

Let this letter serve as a formal recommendation letter for Francisco Javier Rios Jr.

I've had the utmost privilege and pleasure of knowing Mr. Rios for a span of 3 years. Mr. Rios has my highest recommendation and I completely endorse his outstanding abilities such as his great management and communication skills that he has to offer.

Throughout our relationship I attest that he has been a vital and essential part of the development and progress of his community and his business endeavors. His knowledge, passion, dedication and commitment have allowed him to be a remarkable member of society and has further allowed him to demonstrate his capacity and determination to achieve greatness through his perseverance and professional demeanor.

Mr. Rios understands the importance of team building and program developments. In the time I've known him, Francisco has consistently been a strong Co-Owner and employee that can take control of big projects and executing to the fullest. As well, he's a pleasure to work with, Francisco is always calm under pressure in the face of daunting deadlines and always delivers on time. His extensive, diverse and elaborate education, work experience and volunteer work grant him the ease of multi-tasking and finding innovated solutions for daily operations.

I support Mr. Rios's decisions and I have the utmost respect and confidence that Francisco Javier Rios is fit for the licensing and registration that he is requesting and which he has already taken and passed his exams needed to be able to proceed with the process, one of his many skills which is that he always sets goals and achieves them.

A noteworthy characteristic of Mr. Rios has been his ability to grasp new concepts quickly and accepts constructive criticism and instruction concerning his work. His ambitious character coupled with his hard work, knowledge and extensive leadership skills will most certainly be an asset to your organization.

I am therefore very pleased to be able to recommend Mr. Rios as a valuable candidate applying for the certification, registration and licensing as a Portable Fire Extinguisher Technician and business.

I give him my highest recommendation, without reservation. Please send e-mail or call me if you have further questions. Should you have questions don't hesitate to contact my office during normal business hours.

Yours Truly,

Rodolfo Morales II
Attorney, Martinez, Franklin & Morales, PLLC
rmorales@mfmtxlaw.com
(956) 625-5960

Martinez, Franklin & Morales, PLLC
rmorales@mfmtxlaw.com
(956) 625-5960



December 22, 2021

To whom it may concern:

Let this letter serve as a formal recommendation letter for Francisco Javier Rios Jr.

I am more than honored to recommend Night Owl Safety LLC as Francisco Rios has gone above and beyond when it comes to inspecting the fire extinguishers and keeping us in compliance with state laws and regulations. It has now been 3 years that he takes the role of inspecting my company vehicles and business weekly.

Mr. Rios is a very responsible and organized person who has shown leadership and social qualities who also pays attention to detail. He has demonstrated that he has a take-charge personality and is innovative and creative some of his many assets include interpersonal and communication skills. Mr. Rios has good ethic and is willing to go beyond what is required and the willingness of having to take on new tasks and responsibilities. Mr. Rios will be a benefit to your company as he is always available and is very knowledgeable when it comes to this field of Fire Extinguisher Inspections and Servicing.

I always recommend Mr. Rios's Services due to the fact that he has saved helped me catch potential violations before the servicing of an extinguisher is needed, his code compliance is phenomenal and needed in this industry to take care of our customers, employees and workplace.

Sincerely,

Jesus Munoz

Owner, Laredo Hope Ambulance Service, LLP



December 30, 2021

To whom it may concern:

I am delighted to be called upon as a reference for Francisco Javier Rios Jr. in regards of being a fit candidate for the Portable Fire extinguisher inspection and servicing.

In this letter I would like to express my respect and appreciation for this bright young person, who brought outstanding contribution to the work of my organization; Stand Guard LLC, with his current position in the industry of transportation. His knowledge, passion, dedication and commitment have allowed him to be a remarkable member of the transportation industry which has further allowed him to demonstrate his capacity and determination to achieve greatness through his perseverance.

Mr. Rios always takes an active role in assisting Stand Guard LLC with proper knowledge of DOT compliance pertaining to permits and laws and regulations. Mr. Rios provides us with assistance in getting proper permits for our commercial trucks such as oversized and overweight permits, followed by having our paperwork organized and filed for random DOT inspections that includes our insurance, registration and apportioned plate paper work to transport interstate. Mr. Rios also inspects company vehicles to make sure they have their medical kit and fire extinguisher properly equipped and routine checkups for maintenance needed for our commercial trucks. Francisco's skills include marketing, communication, strong critical thinking abilities and integrity.

If his performance in our company is a good indication of how Francisco Rios would perform in yours, he would be an extremely positive asset to your program. In my opinion Mr. Rios is a hard-working self-starter who invariably understands exactly what a project is all about and consistently produces high quality work in a timely fashion. Francisco is incredibly generous with his time and expertise. I am thus convinced that Francisco will prove himself to be a fit and valuable contributor to your department, both as a registered and certified company and as a certified licensed portable fire extinguisher technician, he would be an asset to any organization as he is a very responsible and disciplined individual.

Mr. Rios has my highest recommendation as he consistently impressed me and the rest of the staff with his work ethic, customer service, and burgeoning managerial skills. Please don't hesitate to contact me for any further information let me know if there is any additional information that I can provide to support you in your decision-making process.

Yours truly,

Gabriel Sanchez *GS*
Owner, Stand guard LLC

Creative Kids Learning Center

January 4, 2022

To whom it may concern:

Let this letter serve as a formal recommendation letter for Francisco Javier Rios Jr.

I would love to recommend Night Owl Safety LLC as they have provided my business with very good safety measures and protocols by inspecting my business every Friday. My business is a child development (Day care and learning center), so safety is always ensured, Mr. Rios provides that assurance by inspecting my business.

Mr. Rios has a lot of experience when it comes to public safety and fire prevention, he has provided me with the knowledge as well, we have been working for about 3 years now and his services have always been quality and top notch.

Sincerely,


Maricala Sanchez
Owner, Creative Kids Learning Center
(956-334-4162)

J. J. Keller's Training on Demand

Certificate of Completion

francisco rios

Has completed the online, interactive training course

HAZWOPER: Fire Prevention & Protection

And achieved a score of 100 % on the Final Exam.

Scorpion Security Services

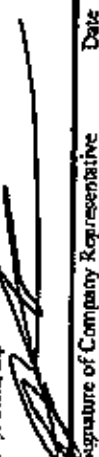
Company Name

3319 barcelona ave

Company Address

laredo, TX 78046

City, State, Zip

 Signature of Company Representative

Date



francisco rios

10/10/21

Date

10/3/2021

Date of Completion

Note: It is the responsibility of the trainer and the trainer's company (named as Company, left) to determine and verify a student's competency. Course completion certificates do not state or imply competency on any given subject, only that the student has completed the online training.

 J. J. Keller & Associates, Inc.

Since 1952

J. J. Keller's Training on Demand

Certificate of Completion

francisco rios

Has completed the online, interactive training course

Fire Prevention & Response

And achieved a score of 93 % on the Final Exam.

Scorpion Security Services

Company Name

3319 barcelona ave

Company Address

larodo, TX 78046

City, State, Zip



Signature of Company Representative

Date



francisco rios

Date

10/3/2021

Date of Completion

Note: It is the responsibility of the trainee and the trainer's company
framed as Company, Ltd. to determine and verify a student's competency.
Course completion certificates do not state or imply competency for any given
subject, only that the student has completed the online training.

 J. J. Keller
& Associates, Inc.

Since 1953

J. J. Keller's Training on Demand

Certificate of Completion

francisco rios

Has completed the online, interactive training course

Fire Extinguisher Use

And achieved a score of 100 % on the Final Exam.

Scorpion Security Services

Company Name

3319 barcelona ave

Company Address

Laredo, TX 78046

City, State, Zip

Signature of Company Representative

Date



francisco rios

Date

10/2/2021

Date of Completion

Note: It is the responsibility of the trainee and the trainee's company (named as Company, left) to determine and verify a student's competency. Course completion certificates do not prove or imply competency on any given subject, only that the student has completed the online training.

 **J. J. Keller**
& Associates, Inc.
Since 1983

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSAL**

**FIRE EXTINGUISHER, INSPECTIONS, PARTS, SERVICE & REPLACEMENT
CITY OF LAREDO**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a one-year service contract for the inspection, repair and replacement of fire extinguishers for various City of Laredo Departments.

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-B-Bid: <https://cityoflaredo.lanwave.net/Login.aspx>

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on January 19, 2022, and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on January 20, 2022.

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

**Proposal: Fire Extinguisher, Inspections, Parts, Service & Replacement
FY22-433**

Proposals can be downloaded and submitted through Cit-B-Bid:

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

Hand Delivered:

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

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

MANUAL PROPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if proposal is due at 4:00, proposals 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
2. 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.
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 proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a one-year service contract for the inspection, repair and replacement of fire extinguishers for various City of Laredo Departments. 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.longwave.net/Login.aspx>. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 19, 2022, and all proposals received will be opened and publicly acknowledged at 10:00 A.M. at the Office of the City Secretary on January 20, 2022.

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

Proposal: Fire Extinguisher, Inspection, Parts, Service & Replacement
FY22-033
REC'D CITY SEC OFF
DEC 21 '21 PM 3:35

Proposals can be downloaded and submitted through CK-E-Bid:
<https://cityoflaredo.longwave.net/Login.aspx>
Hand Delivered:
City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 21st DAY OF DECEMBER 2021.

for Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors 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) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-B-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective promoter to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.
- (b) Proposal forms can be downloaded and printed through Cit-B-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.
- (c) 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 Vendors expense.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.
- 4.0 REJECTION OF PROPOSALS** The City may reject a proposal if:
 - (a) Vendor misstates or conceals any material fact in the proposal.
 - (b) Proposal does not strictly conform to the law or the requirements of the proposal.
 - (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
 - (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
 - (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such that may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
 - (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
 - (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
 - (h) The City may waive any minor informalities or irregularities in any proposal.
- 5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
- 7.0 CLARIFICATION AND PROTEST PROCEDURE**
 - (a) It is the responsibility of the prospective promoter to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pascador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpascador@ci.laredo.tx.us
Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions timely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an 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 interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
 - (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

**CITY OF LAREDO
PURCHASING DIVISION**

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT

Miguel A. Pesador
5512 Thomas Avenue
Laredo, Texas 78041
mpesador@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. 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 SERVICE CONTRACT:** The services 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. The City's obligation for performance of an annual service 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

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary vendor for this contract. *Definition of best value criteria as per The Institute for Public Procurement is:*

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

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- (2) Vendor 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; or,
- (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business 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 proposal schedule. All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

- (d) Electronic Funds Transfer (EFT) payments are also available; If electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jolly@ci.laredo.tx.us

For more information, please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

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3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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 proposal 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 proposal 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 proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire.

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4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal 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/foi/1295-Info.htm>

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

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

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

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.

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

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**Request for Proposal
Fire Extinguisher, Inspections, Parts, Service & Replacement
City of Laredo Various Departments**

15.0 Scope of Work

The City of Laredo is requesting proposal pricing from qualified vendors for awarding a one-year contract for fire extinguisher, inspections, parts, service & replacement for various City of Laredo Departments. Copies of the proposal 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.longwave.net/Login.aspx>

16.0 Proposal Contact

16.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, January 10, 2022 at 2:00 PM to: Email: ekdape@ci.laredo.tx.us

17.0 General Requirements

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

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

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

17.3 All repairs shall be quoted F.O.B., Laredo, TX. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.4 Repairs will be ordered during regular working hours Monday through Friday.

17.5 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.

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

18.0 Specifications

At a minimum, the scope of services required by the successful firm shall consist of one or all of the following:

Purchase

Annual Inspection

Service and Maintenance

Dispose

18.1 Also, additional goods and/or services may be requested if needed. The City intends to award this proposal to a single or multiple firm(s) selected to provide the "Best Value" to the City of Laredo per section Evaluation Factors.

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- 18.2 Awarded vendor will be responsible for adhering to all current or new legislation, rules, laws, and/or other requirements pertaining to fire suppression equipment including, but not limited to, those listed below.
City of Laredo Fire Department
City of Laredo Building Code
- 19.0 **General Equipment Specifications**
- 19.1 All equipment supplied is to be new and of the latest design. It is to be of current production, i.e., manufactured within the twelve (12) month period preceding delivery. Discontinued models will not be considered.
- 19.2 Brackets: A hanging bracket/vehicle bracket of U/L approved type is to be furnished with each
- 19.3 In addition to the equipment specified herein, the unit is to be equipped with all accessory parts, listed
- 19.4 Each unit delivered is to be completely assembled, thoroughly serviced, MSDS sheet included and ready for use when delivered to any City of Laredo Department.
- 19.5 Packaging for shipment must protect the product adequately and permit safe delivery of equipment. Shipping cases or containers are to be marked to show the name of the supplier, name and address and agency purchase order number.
- 19.6 All units are to carry the Vendor's standard warranty and/or guarantee. This warranty and/or guarantee must accompany the unit when delivered. The bidder is to state the warranty and/or guarantee on bid sheet for each item.
- 20.0 **Fire Extinguisher Purchase**
Vendor shall provide pricing for the following types of fire extinguishers:
ABC Dry Chemical
BC Dry Chemical
CO2
Halotron
K Type - Wet Chemical
- 21.0 **Specific Conditions**
New extinguishers pricing shall include inspection, certification and mounting bracket. Bidders shall offer a firm price for portable fire extinguishers, inspections, services and testing through the term of the contract. New fire extinguishers will be purchased on an as needed basis.
- 22.0 **Annual Inspections**
- 22.1 Portable fire extinguishers annual inspections shall be performed in City of Laredo buildings.
- 22.2 Inspections may include annual and six-year inspection, cleaning, service, tagging, recharging, and hydrostatic testing on ABC dry chemical and may include Co2, BC and K types of extinguishers.
- 22.3 Vendor shall perform inspection and maintenance of fire extinguishers in compliance with Vendors published requirements and in accordance with applicable standards of the National Fire Protection Association and of all State and local requirements.

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- 22.4 It shall be the responsibility of the vendor to repair any parts while inspecting, charging and tagging fire extinguishers. Parts may include but not be limited to pins, handles, valves and valve parts, O-rings, gauges, and fused links. Any repairs or replacements must match the Vendor's published requirements. Instruction labels must be replaced as needed during inspection.
- 22.5 All inspections and repairs shall include all labor and parts by a properly license and certified technician.
- 22.5.1 ***All licenses shall be submitted and uploaded onto Citi-Bid.***
- 22.6 A City of Laredo employee shall accompany vendor on inspections, repairs, and replacements as needed.
- 22.7 Missing extinguishers are to be replaced with an approved extinguisher, of equal size, rating of existing extinguishers in building and similar year.
- 22.8 Any fire extinguishers requiring a hydrostatic test, or six-year maintenance must be replaced at time of removal with an approved extinguisher, of equal size and rating. Fire extinguishers requiring these tests must be returned to the City of Laredo within ten (10) working days. Pickups and returns of units shall be performed between the hours of 8:00 AM – 5:00 PM, Monday thru Friday.
- 22.9 All fire extinguishers shall be tagged with appropriate tag to include location and building name.
- 22.10 All inspections shall be performed during the hours of 8:00 A.M. to 5:000 P.M. Central Standard Time, Monday through Friday. At the discretion of the City of Laredo, inspections may be conducted during State and Federal Holidays. A final schedule will be developed and agreed upon by the awarded vendor and the City of Laredo.
- 22.11 Vendors should keep the City of Laredo advised of the status of work performance, as failure to meet completion dates will constitute breach of contract.
- 23.0 **Inspection, Service, and Maintenance**
It is preferred that bidders provide procedure checklist with bid response. Awarded vendor(s) must provide inspection tags in a color other than yellow or red. Annual maintenance for all portable fire extinguishers, must be performed at time of annual inspection. Annual maintenance fee must include replacement of tags, seals, pins, and wall hanging brackets on an as needed basis at no additional cost.
- 23.1 **Hydrostatic Testing**
Five (5) year for:
- 23.1.1 CO2 Extinguisher.
- 23.1.2 K-Class Extinguisher
- Twelve (12) year for:
- 23.1.3 ABC/BC Dry Chemical Extinguisher
- 23.1.4 Halotron Extinguisher
- 23.4 Awarded vendor must provide replacement fire extinguishers when removing existing fire extinguishers from any facility for hydrostatic testing.
- 23.5 Six (6) year maintenance for the following:
- 23.5.1 ABC/BC Dry Chemical Extinguisher
- 23.5.2 Halotron Extinguisher

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- 23.6 Recharge of all portable fire extinguishers including, but not limited to, the following in varying sizes.
ABC Dry Chemical
BC Dry Chemical
CO2
Halotron
- 23.7 Repairs to fire extinguishers that are above and beyond the annual maintenance must be submitted to the City of Laredo through a written quotation including the following information:
- 23.7.1 Location of equipment requiring repair.
 - 23.7.2 Description of equipment requiring repair.
 - 23.7.3 Maintenance date.
 - 23.7.4 Explanation of repairs required.
 - 23.7.5 Replacement parts including manufacturer, part number, and quantity.
 - 23.7.6 Unit cost and extended cost per line item.
 - 23.7.7 Parts required that are above and beyond the basic parts covered by the annual maintenance fee must be priced as cost plus mark up.
 - 23.7.8 - Markup is to be added onto the total cost incurred by the vendor in order to cover the costs of doing business.
- 24.0 **Fire Extinguisher Disposal**
- 24.1 The Vendor(s) shall assist in the planning and organizing of the City of Laredo fire extinguisher disposal.
- 24.2 Vendor shall be directly responsible for packaging all fire extinguishers in accordance with the Department of Environmental Protection and Department of Transportation requirements shall provide all equipment, including safety equipment and supplies necessary for the collection, removal, handling, packaging and transportation of fire extinguishers.
- 24.3 The Vendor is to provide for the safe treatment and disposal of collected fire extinguishers in compliance with all applicable state and federal guidelines.
- 24.4 The Vendor shall clear the site of all fire extinguishers collected on the same day of the removal event in a manner satisfactory to the City of Laredo.
- 24.5 The Vendor shall provide a report of all items collected.
- 25.0 **Permits & Licenses**
The Contractor selected under this proposal shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Texas and Federal laws, and shall assume liability for all applicable taxes.

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26.0 Term of Contract

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

27.0 Award of Contract

The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary and one secondary vendor for this contract. There is no "guaranteed annual contract volume". Services will be ordered on an as needed basis. *****Orders less than \$ 2,000.00 will be awarded to the primary vendor. The City of Laredo Purchasing Department shall compare pricing from the primary and secondary vendor for all orders that exceed \$ 2,001.00. *****

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

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.

27.1 Disclosure of Interested Parties

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

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

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28.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

- 28.1** Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

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

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (30.0)	20
II	The bidder's past relationship with the City of Laredo - References - (31.0)	10
III	Pricing (32.1, 32.2, & 32.3)	50
IV	Licensed Technician (Licenses to be uploaded onto Cit-B-Bid) (33.0)	20
	Total	100

Rating of Definitions for % point Method

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

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Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (10.0)	20	70%	14.00
II	Experience, the bidder's past relationship with the City of Laredo - References- Prior Contracts (31.0)	10	80%	8.00
III	Pricing (32.1, 32.2, & 32.3)	50	90%	45.00
IV	Licensed Technician (Licenses to be uploaded onto Cit-E-Bid) (33.0)	20	100%	20.00
Total Score				87.00

28.1 Ordinance 2018-O-175

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

29.0 Required Submittals

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

30.0 Section I: Contractor's Profile & Qualifications (20 Points)

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

30.1 How will you meet required turnaround time for service? (Qualification & Service)

I will meet set requirements by keeping Night Owl Safe
Easy in Stock or Inventory needed for servicing. My
established relationships with Suppliers are well respected.
turn around time can be as fast as 30mins to 7days.

30.2 Bidder shall state any special equipment in their operation such as a repair shop, specialized diagnostic tools, etc. (Example: car pulling frame machines, etc...)

We have all necessary supplies to service, repair
& maintain the fire extinguishers, from O-Rings, nozzles,
seals, Taps, Pressure Systems.

30.3 Bidder's business hours:

From: 7:00 a.m. to 7:00 p.m.

Days of week: Monday - Friday (Weekends)

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31.0 Section II: Experience, references, the bidder's past relationship with the City of Laredo (Prior Contracts) - (10 Points)

31.1 Prior Fire Extinguisher Inspection and Replacement Services

How many consecutive years has your company been in the fire extinguisher inspection business?
5 / years

31.2 Has your company provided prior work for any organizations, municipalities and/or governmental agencies with more than 15 or more departments?

Yes _____ No ✓

31.3 Has your company performed fire extinguisher inspection business for any municipalities and/or other governmental agencies?

Yes _____ No ✓

If Yes, state which municipalities and/or governmental agencies:

31.4 Prior Contracts: List name, company, phone#, years of contract, and contact email.

Scorpion Security Services: Kevin Reis: (956) 441-7349 / 3 years: Reis.ScorpionSS@gmail.com
Obregon Fire Transport: Sergio Sanchez: (512) 738-9061 / 8 months / SergioS7683@gmail.com
Laredo Hope Ambulance Service: Jesus Munoz (956) 724-5888 / 3 years /
Creative Kids Learning Academy / Mariana Sanchez (956) 334-4162 / 3 years
MP Medical Mechanics Repair / Mathis Fleete (956) 413-2248 / 3 years

**CITY OF LAREDO
PURCHASING DIVISION**

32.0 Section III: Price Schedule (50 Points)

An evaluation of the pricing to the City of Laredo - Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

32.1 Cost Per Unit (Please include service pricing for all types of extinguishers listed) * (20 Points) *****

Type	Size	Qty	Annual Inspection Unit Cost	6 Year Service Unit Cost	Hydrostatic Testing Unit Cost
ABC	2.5 LB	1	9.00	7.00	15.25
ABC	5 LB	1	9.00	7.00	15.25
ABC	10LB	1	9.00	7.00	15.25
ABC	20LB	1	9.00	7.00	15.25
BC	2.5 LB	1	9.00	7.00	15.25
BC	5 LB	1	9.00	7.00	15.25
BC	10LB	1	9.00	7.00	15.25
BC	20LB	1	9.00	7.00	15.25
K Type	6 Liter	1	9.00	7.00	15.25
K Type	2.5 Gallon	1	9.00	7.00	15.25
CO2	5LB	1	9.00	7.00	15.25
CO2	10LB	1	9.00	7.00	15.25
Halotron	5LB	1	9.00	7.00	15.25

32.2 Fire Extinguisher Technician Hourly Rate* (20 Points) *****

Regular Hourly Price Rate (1 man technician) 8:00 AM to 5:00 PM	\$ <u>33.50</u> /Hr.
Hourly Overtime Rate (1 man technician) 5:01 PM to 7:59 AM	\$ <u>50.25</u> /Hr.
Holiday/Weekend Hourly Rate (1 man technician)	\$ <u>50.25</u> /Hr.
Service Call Cost after 5:01 PM (1 man technician)	\$ <u>41.50</u> /Hr.

**CITY OF LAREDO
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- 32.3 New Fire Extinguisher Pricing (Please include pricing for all types of extinguishers listed. The quantity listed below is estimated and may change) ****(10 Points)******

Type	Size	Quantity	Price	Total
ABC	2.5 LB	1	52.75	52.75
ABC	5 LB	1	71.25	71.25
ABC	10LB	1	104.00	104.00
ABC	20LB	1	179.00	179.00
BC	2.5 LB	1	67.25	67.25
BC	5 LB	1	128.40	128.40
BC	10LB	1	251.00	251.00
BC	20LB	1	289	289
K Type	6 Liter	1	325	325
K Type	2.5 Gallon	1	389	389
CO2	5LB	1	230	230
CO2	10LB	1	290	290
Halotron	5LB	1	350	350

33.0 Section IV: Licensed Technicians (20 Points)

All inspections and repairs shall include all labor and parts by a properly license and certified technician.

***** Licenses shall be uploaded onto C(b)-Bid*****

34.0 Price Adjustment*****

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

35.0 Required Format and Contents of Proposal Submission

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

- Tab A - Company Information Questionnaire
- Tab B - Signed Price Schedule
- Tab C - Conflict of Interest Questionnaire
- Tab D - Non-Collusive Affidavit
- Tab E - Discretionary Contract Disclosure
- Tab F - Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

36.0 Tab A - Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your proposal 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 proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal 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) Night Owl Safety LLC

Signature [Signature] Date 01/11/2022
of person authorized to sign proposal

Print Name Francisco Javier Rios Jr.
of person authorized to sign proposal

Title: Owner

Business Address: 1614 Texoma St

City, State, Zip Code: Laredo, Texas 78046

Telephone Number: (956) 324-5797 Fax Number: _____

Contact Person Email Address: Night Owl Safety - mgmt @ gmail . com

Federal Tax ID Number: 87-2998361

Bidders Principal/Corporate Place of Business Address: 1614 Texoma St

Indicated Status of Business:

Corporation ☒ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 2 months

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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

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37.0 Tab C- Conflict of Interest Disclosures

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 Questionnaires (Form CIQ) include:

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

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☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 178.006, LOCAL GOVERNMENT CODE EXISTS.

Name Francisco S. Lopez

Signature

Date

01/11/2022

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 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 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code to this Form CIQ as necessary.

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

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

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

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

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
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38.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner or officer of the firm of, etc.)

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


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

Subscribed and sworn before me this 11 day of 01 20 22

Notary Public

My commission expires:

**CITY OF LAREDO
PURCHASING DIVISION**

39.0

Tab E



**City of Laredo
Discretionary Contracts Disclosure**

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

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

1. Name of person submitting this disclosure form			
<u>Francisco</u>	<u>S.</u>	<u>K25</u>	<u>SR</u>
First	M.I.	Last	Suffix

2. Contract Information	
a) Contract or Project name(s):	<u>Fy 22-083 Fire Extinguishers, inspections, parts,</u> <u>seals, & replacements</u>
b) Originating Department(s):	_____

3. Name of individual(s) or entity(ies) signing contract with the City (the principal to the contract)			
<u>Francisco S. K25</u>			
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____
Name (Print)	Signature	Name (Print)	Signature
_____	_____	_____	_____

4. List any business entity(ies) that has partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	
☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.	
☐ Name of partner, parent, or subsidiary business entity(ies): _____	

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***6. Do any individuals or entities that will be subcontractors on this contract:**

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
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by these city officials?

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

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

***Acknowledgements**

☒ **Updates Required**

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

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

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

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

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

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

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

***Oath**

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

Francisco Javier Ruiz
Name (Print)

Signature

Title

Night Owl Safety LLC
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**

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

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

Implementation of House Bill 1295

40.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2232.908 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.

40.2 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
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CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>Night Owl Safety LLC</u>																																										
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.																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:30%;">4 Name of Interested Party</th> <th rowspan="2" style="width:25%;">City, State, Country (place of business)</th> <th colspan="2" style="width:45%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:22.5%;">Controlling</th> <th style="width:22.5%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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 (swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.) _____ Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by its said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.																																										
<table style="width:100%;"> <tr> <td style="width:33%; text-align: center;">_____ Signature of officer administering oath</td> <td style="width:33%; text-align: center;">_____ Printed name of officer administering oath</td> <td style="width:33%; text-align: center;">_____ Title of officer administering oath</td> </tr> </table>					_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath																																			
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath																																								
ADD ADDITIONAL PAGES AS NECESSARY																																										

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/9/2015

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

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41.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on January 19, 2022; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on January 20, 2022.

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

**RFP: Fire Extinguisher, Inspections, Parts, Service & Replacement
FY22-033**

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

or

Hand Delivered:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2022

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

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

PRODUCER	Capital Insurance Agency Inc	8114 McPherson Road	Suite 12	Laredo	TX 78041	LICENSE: Grace Juarez PHONE: (956) 678-3130 FAX: (956) 678-3130 E-MAIL: grace@capitalins.com LICENSE: (044) 815-0157
INSURED	Night Owl Safety LLC	1814 Texoma St		Laredo	TX 78041	INSURER 1: AFFORDING COVERAGE INSURER A: The Burlington Ins Co INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2211800218

REVISION NUMBER:

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

INSR LYN	TYPE OF INSURANCE		ADDITIONAL SUB	ADDITIONAL LYND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						PER OCCURRENCE \$ 100,000
	☐							MED EXP (per person) \$ 5,000
	☐							PERSONAL & FAMILY INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PER- JECT ☐ LOC OTHER:					11/11/2021	11/11/2022	GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY							PRODUCTS - COMMERCIAL \$ 2,000,000
	☐	ANY AUTO						
	☐	OWNED	☐	SCHEDULED				COVERED SINGLE (INF
	☐	PLUS ONLY	☐	AUTOS				REASONABLE)
	☐	HIRER	☐	NON-OWNED				BODILY INJURY (per person) \$
	☐	AUTOS ONLY	☐	AUTOS ONLY				PERSONAL INJURY (per person) \$
								PROPERTY DAMAGE (per accident) \$
	☐	UMBRELLA LMB	☐	OCCUR				EACH OCCURRENCE \$
	☐	EXCESS LMB	☐	CLAIMS-MADE				AGGREGATE \$
	☐	DED	☐	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY							
	ANY RATES/RETIRING/EXECUTIVE		Y/N					☒ PER
	EMPLOYER NUMBER (FIC 11521)		N					STATUTE ☐ OTH-
	(Mandatory in MI)							ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					11/11/2021	11/11/2022	ML EACH ACCIDENT \$ 1,000,000
								EL DISEASE - SA EMPLOYEE \$ 1,000,000
								EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VESICLES (ACCORD 901, Additional Remarks Block 1, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INSURANCE PURPOSE ONLY

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

October 07, 2021

Attn: Ambitious Management

Ambitious Management
1802 Houston ST
Laredo, TX 78040 USA

RE: Night Owl Safety LLC
File Number: 804259561

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Please visit us on the Internet at <https://www.sos.texas.gov>

Phone: (512) 463-5555
Furnished by Joshua McKeand

Fax: (512) 463-5709
TDD: 10285

Dial: 7-1-1 for Relay Services
Document: 1084039800002

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45992-0023

Date of this notice: 10-07-2021

Employer Identification Number:
87-2998361

Form: 95-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4033

NIGHT OWL SAFETY LLC
FRANCISCO RIOS SOLEN MHR
1614 TEXOMA
WESB, TX 78046

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2998361. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is NICH. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

INTERNAL REVENUE SERVICE
CINCINNATI OH 45299-0023
[Barcode]

NIGHT OWL SAFETY INC.
FRANCISCO RIOS SOLE MGR
1614 TEXOMA
WEBB, TX 78046

Your Telephone Number Best Time to Call _____
[]
DATE OF THIS NOTICE: 10-07-2021
EMPLOYER IDENTIFICATION NUMBER: 87-2598361
FORM: SS-4
NOSOD

Return this part with any correspondence
so we may identify your account. Please
contact any errors in your name or address.
CP 575 G 9999999999

Keep this part for your records. CP 575 G (Rev. 7-2007)

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Jose A. Lisparza
Deputy Secretary of State

Office of the Secretary of State

October 07, 2021

Attn: Ambitious Management
Ambitious Management
1802 Houston ST
Laredo, TX 78040 USA

RE: Night Owl Safety LLC
File Number: 804259561

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Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

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If we can be of further service at any time, please let us know

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Night Owl Safety LLC
File Number: 804259561

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/05/2021

Effective: 10/06/2021



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a long horizontal line.

Jose A. Esparza
Deputy Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/403-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804259581 10/05/2021
Document #: 1084039800002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Night Owl Safety LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Francisco Rios

☐ C. The business address of the registered agent and the registered office address is:

Street Address:

1614 Texoma Laredo TX 78046

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Francisco Rios**

Title: **Manager**

Address: **1614 Texoma Laredo TX, USA 78046**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Amber Avis 1802 Houston St. Laredo TX. 78040

Effectiveness of Filing

☐ A. This document becomes effective when the document is filed by the secretary of state.

OR

☒ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 8, 2021**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Amber Avis

Signature of Organizer

FILING OFFICE COPY