



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Mancha,

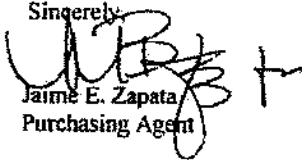
This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023. This is this last extension period for this contract. Please advise if you wish to renew this contract.

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

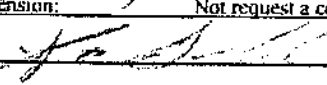
Services under contract:

Section	Description
V	Heil (Parts Only)
VI	Heil (Labor Only)

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

<u>Heil of Texas</u>	
<u>Request a contract extension:</u>	<u>Not request a contract extension:</u>
<u>Authorized Signature:</u> 	
<u>Print Name:</u> <u>Colby Garcia</u>	
<u>Date:</u> <u>6/14/26</u>	



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Romie Fox
Fox Truck World LLC
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Fox,

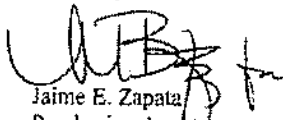
This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

Services under contract:

Section	Description
III	G-S Product (Parts Only)
IV	G-S Product (Labor Only)

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 renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Fox Truck World	
Request a contract extension: ☒	Not request a contract extension: ☐
Authorized Signature: <u>Megan Jones</u>	
Print Name: <u>Megan Jones</u>	
Date: <u>6/3/26</u>	



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Batley,

This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

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Services under contract:

Section	Description
II	Scorpion (Labor Only)
III	G-S Product (Parts Only)
V	Heil (Parts Only)
VI	Heil (Labor Only)
VII	New Way (Parts Only)
VIII	New Way (Labor Only)

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Texas Pack+Load Company	
Request a contract extension:	☒ X
Not request a contract extension:	☐
Authorized Signature:	<u>Rose Schirmer</u>
Print Name:	<u>Rose Schirmer</u>
Date:	<u>6/3/2026</u>

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Gonzalez,

This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract.

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Services under contract:

Section	Description
II	Scorpion (Labor Only)
IV	G-S Product (Labor Only)
VI	Heil (Labor Only)
VIII	New Way (Labor Only)

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

<u>Laredo Mechanical Industrial</u>	
Request a contract extension: ☒	Not request a contract extension: ☐
Authorized Signature: 	
Print Name: <u>JUAN ENRIQUE GONZALEZ</u>	
Date: <u>6/3/2026</u>	



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Tancos,

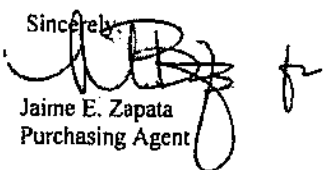
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Services under contract:

Section	Description
I	Scorpion (Parts Only)

Sincerely,

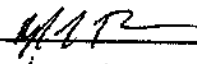

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

BTE Body Company

Request a contract extension: ☒

Not request a contract extension: ☐

Authorized Signature: 

Print Name: Douglas J Tancos, Parts Manager

Date: 6/2/26



City of Laredo
Purchasing Division
Renewal Notice

June 2, 2026

Mr. Romie Fox
Fox Truck World LLC.
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Fox,

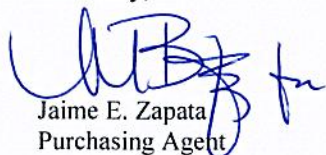
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Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Fox Truck World

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____



**City of Laredo
Purchasing Division
Renewal Notice**

June 2, 2026

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension III

Dear Mr. Mancha,

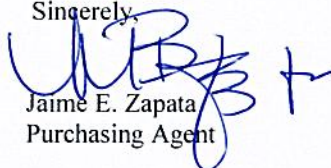
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Services under contract:

Section	Description
V	Heil (Parts Only)
VI	Heil (Labor Only)

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Heil of Texas

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____



City of Laredo
Purchasing Division
Letter of Award

July 22, 2025

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Mancha,

This is to inform you that the contract renewal FY23-055 was approved by City Council on July 21, 2025. The term of this contract shall be for a period of one year. This is the second of three one-year extension periods/

Services under contract:

Section	Description	Award
V	Heil (Parts Only)	Primary Vendor
VI	Heil (Labor Only)	Warranty/Coverage

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

July 22, 2025

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Tancos,

This is to inform you that the contract renewal FY23-055 was approved by City Council on July 21, 2025. The term of this contract shall be for a period of one year. This is the second of three one-year extension periods.

Services under contract:

Section	Description	Award
I	Scorpion (Parts Only)	Primary Vendor

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division



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

July 22, 2025

Mr. Romie Fox
Fox Truck World LLC.
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Fox,

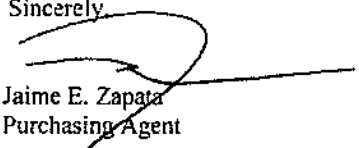
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Services under contract:

Section	Description	Award
III	G-S Product (Parts Only)	Primary Vendor
IV	G-S Product (Labor Only)	Secondary Vendor
		Warranty/Coverage

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

July 22, 2025

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Batley,

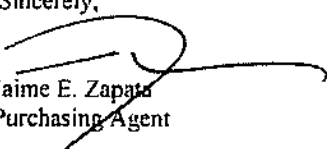
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Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Secondary Vendor
III	G-S Product (Parts Only)	Secondary Vendor
V	Heil (Parts Only)	Secondary Vendor
VI	Heil (Labor Only)	Secondary Vendor
VII	New Way (Parts Only)	Primary Vendor
VIII	New Way (Labor Only)	Secondary Vendor
		Warranty/Coverage

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

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

July 22, 2025

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78045

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Gonzalez,

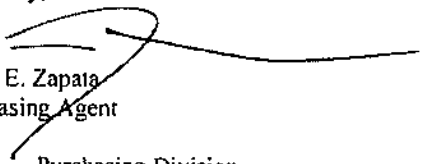
This is to inform you that the contract renewal FY23-055 was approved by City Council on July 21, 2025. The term of this contract shall be for a period of one year. This is the second of three one-year extension periods.

Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Primary Vendor
IV	G-S Product (Labor Only)	Primary Vendor
VI	Heil (Labor Only)	Primary Vendor
VIII	New Way (Labor Only)	Primary Vendor

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Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

City of Laredo

City Council

Meeting Date: 7/21/2025

Consent Agenda 54.

SUBJECT

Consideration to renew annual parts/service contract FY23-055 with the following vendors:

- 1). Heil of Texas, San Antonio, TX, in annual amount of up to \$250,000.00 and;
- 2). BTE Body, Irving, TX, in annual amount of up to \$250,000.00 and;
- 3). Fox Truck World, San Antonio, TX, in annual amount of up to \$600,000.00 and;
- 4). Texas Pack + Load, San Antonio, TX, in annual amount of up to \$850,000 and;
- 5). Laredo Mechanical, Laredo, TX, in annual amount of up to \$1,000,000.00;

for the purchase of Original Equipment Manufacturer (OEM) parts and services for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract may be extended for one (1) additional one-year period upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 6/10/24.

BACKGROUND

This contract establishes a discount rate on parts for automated side loader garbage trucks for the Fleet Department. There was no price during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the second of three extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Section I (Scorpion Parts Only):	BTE Body Co.	\$250,000.00
Section II (Scorpion Labor Only):	Laredo Mechanical	\$300,000.00
	Texas Pack + Load	\$150,000.00
Section III (G-S Parts Only):	Fox Truck World	\$400,000.00
	Texas Pack + Load	\$200,000.00
Section IV (G-S Labor Only):	Laredo Mechanical	\$300,000.00
	Fox Truck World	\$150,000.00
	Fox Truck World	\$50,000.00 (Warranty)
Section V (Heil Parts Only):	Heil of Texas	\$200,000.00
	Texas Pack + Load	\$100,000.00
Section VI (Heil Labor Only):	Laredo Mechanical	\$200,000.00
	Texas Pack + Load	\$50,000.00
	Heil of Texas	\$50,000.00

Section VII (New Way Parts Only):	Texas Pack + Load	\$200,000.00
Section VIII (New Way Labor Only):	Laredo Mechanical	\$200,000.00
	Texas Pack + Load	\$100,000.00
	Texas Pack + Load	\$50,000.00 (Warranty)

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2078.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Tancos,

This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

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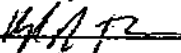
Services under contract:

Section	Description	Award
I	Scorpion (Parts Only)	Primary Vendor

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

BTE Body Company	
Request a contract extension: ☒	Not request a contract extension: ☐
Authorized Signature: 	
Print Name: Douglas J. Tancos, Parts Manager	
Date: 6/7/25	



City of Laredo
Purchasing Division
Renewal Notice

June 5, 2023

Mr. Rami, Dey
Fox Enter, World 1111
965 FM 1818 N
San Antonio, Texas 78258

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension 1

Dear Mr. Fox:

This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Services under contract:

Section	Description	Award
III	C-S Product (Parts Only)	Primary Vendor
IV	C-S Product (Labor Only)	Secondary Vendor
		Warranty Coverage

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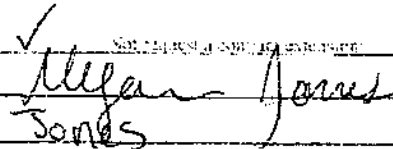
Sincerely,


Jaime E. Zapata
Purchasing Agent

cc: Purchasing Division

Fox Enter, World

Request a contract extension: ☒ Not request a contract extension

Authorized Signature: 

Print Name: Megan Jones

Date: 6/9/25



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Romie Fox
Fox Truck World LLC.
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Fox,

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Services under contract:

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Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Fox Truck World

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
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Extension II

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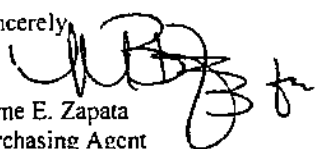
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Services under contract:

Section	Description	Award
I	Scorpion (Parts Only)	Primary Vendor

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

BTE Body Company

Request a contract extension: _____ Not request a contract extension: _____

Authorized Signature: _____

Print Name: _____

Date: _____



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Gonzalez,

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Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Primary Vendor
IV	G-S Product (Labor Only)	Primary Vendor
VI	Heil (Labor Only)	Primary Vendor
VIII	New Way (Labor Only)	Primary Vendor

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Laredo Mechanical Industrial	
Request a contract extension: ☒	Not request a contract extension: ☐
Authorized Signature: 	
Print Name: JUAN ENRIQUE GONZALEZ	
Date: 6/5/2025	



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

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Services under contract:

Section	Description	Award
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III	G-S Product (Parts Only)	Secondary Vendor
V	Heil (Parts Only)	Secondary Vendor
VI	Heil (Labor Only)	Secondary Vendor
VII	New Way (Parts Only)	Primary Vendor
VIII	New Way (Labor Only)	Secondary Vendor
		Warranty/Coverage

Sincerely,


Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

<u>Texas Pack+Load Company</u>	
Request a contract extension:	☒ Not request a contract extension:
Authorized Signature:	
Print Name:	BRAD Mecke
Date:	06/05/2025

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 790-1805



**City of Laredo
Purchasing Division
Renewal Notice**

June 5, 2025

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension II

Dear Mr. Mancha,

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Services under contract:

Section	Description	Award
V	Heil (Parts Only)	Primary Vendor
VI	Heil (Labor Only)	Warranty/Coverage

Sincerely,

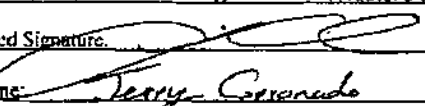

Jaime E. Zapata
Purchasing Agent

Xc. Purchasing Division

Heil of Texas

Request a contract extension: ☒

Not request a contract extension: ☐

Authorized Signature: 

Print Name: Terry Coronado

Date: 6/5/25

Enrique Aldape III

From: Ruben Amesquita
Sent: Thursday, June 5, 2025 8:34 AM
To: Enrique Aldape III
Cc: Ronald W. Miller; Ricardo R. Flores
Subject: Contract FY23-055 Automated Side Loaders

Good morning Enrique,

Contract FY23-055 expires on 06-09-2025, and we have two extension periods left. (P.O.# 'S 394043, 394042, 394041, 394040, and 394039)

Do we go through the process to renew?



Ruben Amesquita
Operations Manager

City of Laredo – Fleet Management
A: 1102 Bob Bullock Loop, Laredo, Texas 78043
P: (956) 727-6454 | F: (956) 727-6458
E: ramesquita@ci.laredo.tx.us
www.cityoflaredo.com



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

June 11, 2024

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Tancos,

This is to inform you that the contract renewal FY23-055 was approved by City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has (2) two one (1) year extension periods.

Services under contract:

Section	Description	Award
I	Scorpion (Parts Only)	Primary Vendor

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

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 11, 2024

Mr. Romie Fox
Fox Truck World LLC.
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Fox,

This is to inform you that the contract renewal FY23-055 was approved by City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has (2) two one (1) year extension periods.

Services under contract:

Section	Description	Award
III	G-S Product (Parts Only)	Primary Vendor
IV	G-S Product (Labor Only)	Secondary Vendor
		Warranty/Coverage

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 11, 2024

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Mancha,

This is to inform you that the contract renewal FY23-055 was approved by City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has (2) two one (1) year extension periods.

Services under contract:

Section	Description	Award
V	Heil (Parts Only)	Primary Vendor
VI	Heil (Labor Only)	Warranty/Coverage

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 11, 2024

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract renewal FY23-055 was approved by City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has two (2) one (1) year extension periods.

Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Primary Vendor
IV	G-S Product (Labor Only)	Primary Vendor
VI	Heil (Labor Only)	Primary Vendor
VIII	New Way (Labor Only)	Primary Vendor

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

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division



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

June 11, 2024

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Batley,

This is to inform you that the contract renewal FY23-055 was approved by City Council on June 10, 2024. The term of this contract shall be for a period of one year. This contract has two (2) one (1) year extension periods.

Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Secondary Vendor
III	G-S Product (Parts Only)	Secondary Vendor
V	Heil (Parts Only)	Secondary Vendor
VI	Heil (Labor Only)	Secondary Vendor
VII	New Way (Parts Only)	Primary Vendor
VIII	New Way (Labor Only)	Secondary Vendor
		Warranty/Coverage

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

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

City of Laredo

City Council

Meeting Date: 6/10/2024

Consent Agenda 46.

SUBJECT

Consideration to renew annual parts/service contract FY23-055 with the following vendors:

- 1). Heil of Texas, San Antonio, TX, in annual amount of up to \$250,000.00 and;
- 2). BTE Body, Irving, TX, in annual amount of up to \$250,000.00 and;
- 3). Fox Truck World, San Antonio, TX, in annual amount of up to \$600,000.00 and;
- 4). Texas Pack + Load, San Antonio, TX, in annual amount of up to \$850,000 and;
- 5). Laredo Mechanical, Laredo, TX, in annual amount of up to \$1,000,000.00;

for the purchase of Original Equipment Manufacturer (OEM) parts and services for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract may be extended for two (2) additional one-year periods upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 6/5/23.

BACKGROUND

This contract establishes a discount rate on parts for automated side loader garbage trucks for the Fleet Department. There was no price during the last extension period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the first of three extension periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

Section I (Scorpion Parts Only):	BTE Body Co.	\$250,000.00 (Primary)
Section II (Scorpion Labor Only):	Laredo Mechanical	\$300,000.00 (Primary)
	Texas Pack + Load	\$150,000.00 (Secondary)
Section III(G-S Parts Only):	Fox Truck World	\$400,000.00 (Primary)
	Texas Pack + Load	\$200,000.00 (Secondary)
Section IV(G-S Labor Only):	Laredo Mechanical	\$300,000.00 (Primary)
	Fox Truck World	\$150,000.00 (Secondary)
	Fox Truck World	\$50,000.00 (Warranty)
Section V(Heil Parts Only):	Heil of Texas	\$200,000.00 (Primary)
	Texas Pack + Load	\$100,000.00 (Secondary)

Section VI(Heil Labor Only): Laredo Mechanical \$200,000.00 (Primary)
Texas Pack + Load \$50,000.00 (Secondary)
Heil of Texas \$50,000.00 (Primary)
Section VII(New Way Parts Only): Texas Pack + Load \$200,000.00 (Primary)
Section VIII(New Way Labor Only): Laredo Mechanical \$200,000.00 (Primary)
Texas Pack + Load \$100,000.00 (Secondary)
Texas Pack + Load \$50,000.00 (Warranty)

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year: 2024.
Budgeted Y/N?: Yes.
Source of Funds: Fleet Management Fund.
Account #: 593-2810-533-2078.
Change Order: Exceeds 25% Y/N: No.

FINANCIAL IMPACT:

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



City of Laredo
Purchasing Division
Renewal Notice

May 15, 2024

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-035
Extension I

Dear Mr. Batley,

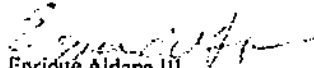
This is to inform you that the contract FY23-035 which was approved by City Council on June 5, 2023 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

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

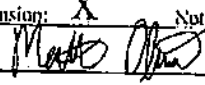
Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Secondary Vendor
III	G-S Product (Parts Only)	Secondary Vendor
V	Heil (Parts Only)	Secondary Vendor
VI	Heil (Labor Only)	Secondary Vendor
VII	New Way (Parts Only)	Primary Vendor
VIII	New Way (Labor Only)	Secondary Vendor
		Warranty/Coverage

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

Texas Pack+Load Company	
Request a contract extension: ☒	Not request a contract extension: ☐
Authorized Signature: 	
Print Name: Matthew Olinick	
Date: 5/21/24	

City of Laredo - Purchasing Division, 5312 Thomas Ave., Laredo, Texas 78041
Phone (956) 790-1800 Fax 790-1805



City of Laredo
Purchasing Division
Renewal Notice

May 15, 2024

Mr. Romie Fox
Fox Truck World LLC
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension 1

Dear Mr. Fox,

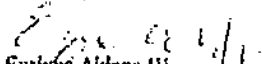
This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

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

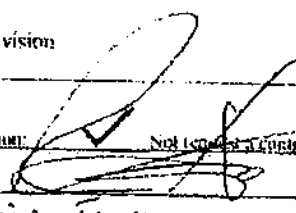
Services under contract:

Section	Description	Award
III	G-S Product (Parts Only)	Primary Vendor
IV	G-S Product (Labor Only)	Secondary Vendor
		Warranty/Coverage

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

Fox Truck World	
Request a contract extension:	☒ Not request a contract extension:
Authorized Signature: 	
Print Name: Romie Fox	
Date: 5/16/2024	

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 790-1800 Fax 790-1805



**City of Laredo
Purchasing Division
Renewal Notice**

May 15, 2024

Mr. Juan Enrique Gonzalez
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension 1

Dear Mr. Gonzalez,

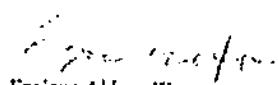
This is to inform you that the contract FY23-055 which was approved by City Council on June 3, 2023 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

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

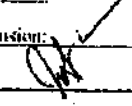
Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Primary Vendor
IV	G-S Product (Labor Only)	Primary Vendor
VI	Heil (Labor Only)	Primary Vendor
VIII	New Way (Labor Only)	Primary Vendor

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

Laredo Mechanical Industrial	
Request a contract extension:	☒ <u>Yes</u> ☐ <u>No</u>
Authorized Signature:	
Print Name:	<u>JUAN ENRIQUE GONZALEZ</u>
Date:	<u>5/16/2024</u>



**City of Laredo
Purchasing Division
Renewal Notice**

May 15, 2024

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension I

Dear Mr. Tancos,

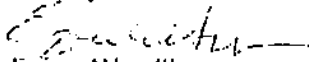
This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

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

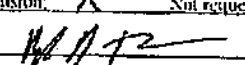
Services under contract:

Section	Description	Award
I.	Scorpion (Parts Only)	Primary Vendor

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

BTE Body Company	
Request a contract extension:	☒ X
Not request a contract extension:	
Authorized Signature:	
Print Name:	Douglas J. Tancos, Parts Manager
Date:	5/15/24



**City of Laredo
Purchasing Division
Renewal Notice**

May 15, 2024

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Extension

Dear Mr. Mancha,

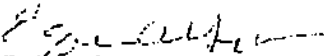
This is to inform you that the contract FY23-055 which was approved by City Council on June 5, 2023. This is the first of three one (1) year extension periods.

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 renewal notice, please feel free to call me at (956) 794-1731.

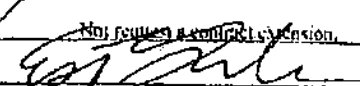
Services under contract:

Section	Description	Award
V	Heil (Parts Only)	Primary Vendor
VI	Heil (Labor Only)	Warranty/Coverage

Sincerely,


Enrique Aldape III
Interim Purchasing Agent

Xc. Purchasing Division

Heil of Texas	
Request a contract extension:	☒ Yes ☐ No
Authorized Signature:	
Print Name:	Ernest Landa
Date:	5/20/24



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

June 6, 2023

Mr. Doug Tancos
BTE Body Company
1601 E. State Highway 356
Irving, Texas 76050

Re: Automated Side Loader OEM Parts & Service
FY23-055
Approved by City Council June 5, 2023

Dear Mr. Tancos,

This is to inform you that the contract FY23-055 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

Services under contract:

Section	Description	Award
I	Scorpion (Parts Only)	Primary Vendor

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 6, 2023

Mr. Lane Batley
Texas Pack + Load
1030 Brussels Street
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Approved by City Council June 5, 2023

Dear Mr. Batley,

This is to inform you that the contract FY23-055 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Secondary Vendor
III	G-S Product (Parts Only)	Secondary Vendor
V	Heil (Parts Only)	Secondary Vendor
VI	Heil (Labor Only)	Secondary Vendor
VII	New Way (Parts Only)	Primary Vendor
VIII	New Way (Labor Only)	Secondary Vendor
		Warranty/Coverage

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 6, 2023

Mr. Romie Fox
Fox Truck World LLC.
965 FM 1516 S
San Antonio, Texas 78263

Re: Automated Side Loader OEM Parts & Service
FY23-055
Approved by City Council June 5, 2023

Dear Mr. Fox,

This is to inform you that the contract FY23-055 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

Services under contract:

Section	Description	Award
III	G-S Product (Parts Only)	Primary Vendor
IV	G-S Product (Labor Only)	Secondary Vendor
		Warranty/Coverage

Statutory Requirement to File Form 1295:

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division



City of Laredo
Purchasing Division
Letter of Award

June 6, 2023

Mr. Juan Enrique González
Laredo Mechanical Industrial Services
121 Ranch Road 6086C
Laredo, Texas 78043

Re: Automated SideLoader OEM Parts & Service
FY23-055
Approved by City Council June 5, 2023

Dear Mr. Gonzalez,

This is to inform you that the contract FY23-055 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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) 794-1131.

Services under contract:

Section	Description	Award
II	Scorpion (Labor Only)	Primary Vendor
IV	G-S Product (Labor Only)	Primary Vendor
VI	Heil (Labor Only)	Primary Vendor
VIII	New Way (Labor Only)	Primary Vendor

Statutory Requirements File Form 1295:

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City of Laredo - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956) 790-1800 Fax 790-1805



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

June 6, 2023

Mr. Ray Mancha
Heil of Texas
503 Pop Gunn
San Antonio, Texas 78219

Re: Automated Side Loader OEM Parts & Service
FY23-055
Approved by City Council June 5, 2023

Dear Mr. Mancha,

This is to inform you that the contract FY23-055 was approved by City Council on June 5, 2023. The term of this contract shall be for a period of one year. This contract has (3) three one (1) year 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.

Services under contract:

Section	Description	Award
V	Heil (Parts Only)	Primary Vendor
VI	Heil (Labor Only)	Warranty/Coverage

Statutory Requirement to File Form 1295:

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

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc. Purchasing Division

City Council-Regular**Meeting Date:** 06/05/2023**Initiated By:** Rosario Cabello, Deputy City Manager**Staff Source:** Ronald W. Miller, Fleet Department Director; Jose F. Castillo, Interim Finance Director, Miguel A. Pescador, Purchasing Agent**SUBJECT**

Consideration to award annual parts/service contract FY23-055 to the following bidders for the purchase of Original Equipment Manufacturer (OEM) parts and services for the City's automated side loader trucks. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended for three (3) additional one year periods upon mutual agreement of the parties. All services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

Automated Loaders	Vendor	City/State	Est. Dollar Amt.	Award
Section I: Scorpion (Parts only)	BTE Body Co.	Irving, TX	\$250,000.00	Primary Vendor
Section II: Scorpion (Labor only)	Laredo Mechanical	Laredo, TX	\$300,000.00	Primary Vendor
	Texas Pack + Load	San Antonio, TX	\$150,000.00	Secondary Vendor
Section III: G-S Product (Parts only)	Fox Truck World	San Antonio, TX	\$400,000.00	Primary Vendor
	Texas Pack + Load	San Antonio, TX	\$200,000.00	Secondary Vendor

Section IV: G-S Product (Labor only)	Laredo Mechanical	Laredo, TX	\$300,000.00	Primary Vendor
	Fox Truck World	San Antonio, TX	\$150,000.00	Secondary Vendor
	Fox Truck World	San Antonio, TX	\$50,000.00	Warranty/Coverage
Section V: Heil (Parts only)	Heil of Texas	San Antonio, TX	\$200,000.00	Primary Vendor
	Texas Pack + Load	San Antonio, TX	\$100,000.00	Secondary Vendor
Section VI: Heil (Labor only)	Laredo Mechanical	Laredo, TX	\$200,000.00	Primary Vendor
	Texas Pack + Load	San Antonio, TX	\$50,000.00	Secondary Vendor
	Heil of Texas	San Antonio, TX	\$50,000.00	Warranty/Coverage
Section VII: New Way (Parts only)	Texas Pack + Load	San Antonio, TX	\$200,000.00	Primary Vendor
Section VIII: New Way (Labor only)	Laredo Mechanical	Laredo, TX	\$200,000.00	Primary Vendor
	Texas Pack + Load	San Antonio, TX	\$100,000.00	Secondary Vendor

	Texas Pack + Load	San Antonio, TX	\$50,000.00	Warranty/Coverage
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VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received six (6) bids through Cit-E-Bid for awarding an annual parts contract for the purchase of original equipment manufacturer parts and services for the City's automated side loader garbage trucks. This contract establishes a discount rate on parts. Staff has reviewed the bids received and is recommending that contracts be awarded to primary and secondary vendors for each section.

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

Summary:

Automated Loaders	Vendor	Est. Dollar Amt.	Award
Section I: Scorpion (Parts only)	BTE Body Co.	\$ 250,000.00	Primary Vendor

Section II: Scorpion (Labor only)	Laredo Mechanical	\$ 300,000.00	Primary Vendor
	Texas Pack + Load	\$ 150,000.00	Secondary Vendor
Section III: G-S Product (Parts only)	Fox Truck World	\$ 400,000.00	Primary Vendor
	Texas Pack + Load	\$ 200,000.00	Secondary Vendor
Section IV: G-S Product (Labor only)	Laredo Mechanical	\$ 300,000.00	Primary Vendor
	Fox Truck World	\$150,000.00	Secondary Vendor
	Fox Truck World	\$50,000.00	Warranty/Coverage
Section V: Heil (Parts only)	Heil of Texas	\$ 200,000.00	Primary Vendor
	Texas Pack + Load	\$100,000.00	Secondary Vendor
Section VI: Heil (Labor only)	Laredo Mechanical	\$200,000.00	Primary Vendor
	Texas Pack + Load	\$50,000.00	Secondary Vendor
	Heil of Texas	\$50,000.00	Warranty/Coverage
Section VII: New Way (Parts only)	Texas Pack + Load	\$ 200,000.00	Primary Vendor
Section VIII: New Way (Labor only)	Laredo Mechanical	\$ 200,000.00	Primary Vendor
	Texas Pack + Load	\$ 100,000.00	Secondary Vendor
	Texas Pack + Load	\$50,000.00	Warranty/Coverage

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

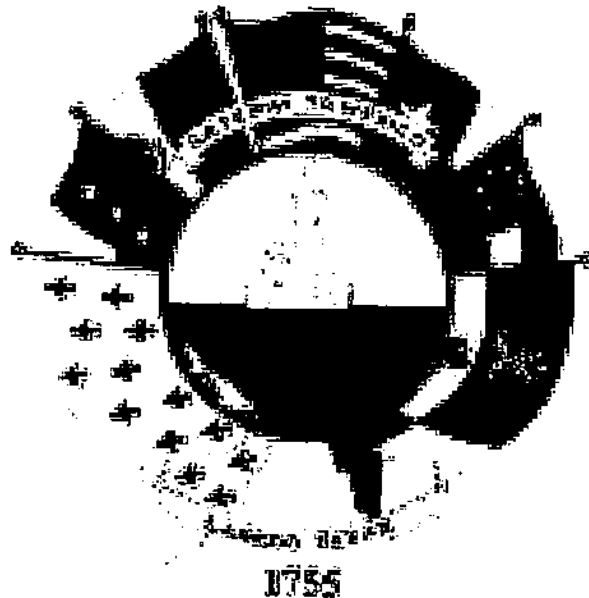
Fiscal Year: 2023
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

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

Attachments

FY23-055 Contracts
Bid Tab FY23-055
Bid FY23-055 Recommendation



FY23-055

Texas Pack + Load

Texas Packer and Loader Sales, Inc.

Supplier Response

Event Information

Number: FY23-055
Title: FY23-055 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Request For Bid
Issue Date: 5/2/2023
Deadline: 5/23/2023 05:00 PM (CT)
Notes:

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Texas Pack + Load Information

Contact: Lane Bailey
Address: 1030 Brussels St
San Antonio, TX 78219
Phone: (210) 239-2282
Email: lbale@texaspackandload.com

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

MATTHEW RYAN OLINICK

Signature

Submitted at 5/19/2023 11:16:26 AM (CT)

MOLINICK@TEXASPACKANDLOAD.COM

Email

Response Attachments

FY23-055 Automated Side Loaders OEM Parts Services TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Automated Side Loaders OEM Parts Services TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Conflict of Interest Questionnaire (CIQ) TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Conflict of Interest Questionnaire (CIQ) TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Form 1295 TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Form 1295 TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Non-Collusive Affidavit Form TEXAS PACK + LOAD 5.19.23.pdf

FY23-055 Non-Collusive Affidavit Form TEXAS PACK + LOAD 5.19.23.pdf

Bid Attributes

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

5 YEARS

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

TEXAS PACKER AND LOADER SALES INC. / D.B.A. TEXAS PACK + LOAD

3 State if the Company is a certified minority business enterprise

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

4 Questions Part 1

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

NO

5 Questions Part 2

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

6 State if the Company is a certified minority business enterprise

7 Conflict of Interest Disclosure

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

8 Conflict of Interest Questionnaire Form CIQ

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

9 Conflict of Interest Questionnaire

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

10 Disclosure Form

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

11 This is a

1	2	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) MATTHEW OLINICK
1	3	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department FY23-055 (FY23-055 Automated Side Loader OEM Parts & Service – Fleet Department)
1	4	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) MATTHEW OLINICK
1	5	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Not Applicable
1	6	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
1	7	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
1	8	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
1	9	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2	0	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

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

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

Not Applicable

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

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

N/A

2
3 **Updates on contributions required**

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

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

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

I am not aware of any conflict of interest

2
5 **8. Disclosure of Conflict of Interest**

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

N/A

2
6 **Question 9. Updates Required**

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

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

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

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

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

2
8 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

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

29

Question 11. Oath

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

MATTHEW OLINICK
OPERATIONS MANAGER
TEXAS PACK + LOAD
5/19/23

30

Question 12. Oath

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

☒ I swear or affirm information is correct (I swear or affirm information is correct)

31

Certificate of Interested Parties (Form 1295)

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

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

32

Terms and Conditions for Request for Bids

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

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

vendor.

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or

given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

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

3 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

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

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

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

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

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

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

☒ I agree my insurance meets minimum requirements (I agree my insurance meets minimum requirements)

3 Disqualification & Debarment Certification

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

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

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

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

3
5

Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

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

3 6	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☒ I have read and understand this section (I have read and understand this section)
3 7	Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. No response

Bid Lines

1	Package Header <u>Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts</u> Authorized Distributor/Dealer Quantity: <u>1</u> UOM: <u>PKG</u> Total: <u>No response</u> Item Notes:
	Package Items 1.1 Percent of Discount Offered Quantity: <u>1</u> UOM: <u>EA</u> Total: <u>0%</u> 1.2 Parts will be delivered in working days after receipt of order. Quantity: <u>1</u> UOM: <u>Days</u> Total: <u>5%</u> Supplier Notes: <u>APPLIES TO IN-STOCK PARTS WITH TEXAS PACK + LOAD AND VENDORS. SOME ITEMS HAVE TO BE MADE PER ORDER SO THEY HAVE A LONGER LEAD TIME TO MANUFACTURE.</u>
2	Package Header <u>Section II: Scorpion (DADEE Manufacturing) Repair Services rates.</u> Quantity: <u>1</u> UOM: <u>PKG</u> Total: <u>\$240.00</u> Item Notes:

Package Items

2.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: \$140.00 Total: \$140.00

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: \$100.00 Total: \$100.00

Supplier Notes: \$100 FUEL SURCHARGE PER TRIP. WE DO NOT CHARGE BY THE HOUR FOR TRAVEL.

Package Header

Section III: G-S (G-S Product) Captive New (OEM) Parts

Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

3.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 0%

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

Quantity: 1 UOM: Days Total: 5%

Supplier Notes: APPLIES TO IN-STOCK PARTS WITH TEXAS PACK + LOAD AND VENDORS. SOME ITEMS HAVE TO BE MADE PER ORDER SO THEY HAVE A LONGER LEAD TIME TO MANUFACTURE.

Package Header

Section IV: G-S (G-S Product) Repair Services rates.

Quantity: 1 UOM: PKG Total: \$240.00

Item Notes:

Package Items

4.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: \$140.00 Total: \$140.00

4.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: \$100.00 Total: \$100.00

Supplier Notes: \$100 FUEL SURCHARGE PER TRIP. WE DO NOT CHARGE BY THE HOUR FOR TRAVEL.

5 Package Header

Section V: Heil (Heil Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 0%

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

Quantity: 1 UOM: Days Total: 5%

Supplier Notes: APPLIES TO IN-STOCK PARTS WITH TEXAS PACK + LOAD AND VENDORS. SOME ITEMS HAVE TO BE MADE PER ORDER SO THEY HAVE A LONGER LEAD TIME TO MANUFACTURE.

6 Package Header

Section VI: Heil (Heil Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG Total: \$240.00

Item Notes:

Package Items

6.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: \$140.00 Total: \$140.00

6.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: \$100.00 Total: \$100.00

Supplier Notes: \$100 FUEL SURCHARGE PER TRIP. WE DO NOT CHARGE BY THE HOUR FOR TRAVEL.

7

Package Header

Section VII: New Way (New Way Manufacturing) Captive New (OEM) Parts
 Authorized Distributor/Dealer

Quantity: 1 UOM: PKGTotal: No response

Item Notes:

Package Items**7.1 Percent of Discount Offered**Quantity: 1 UOM: EATotal: 0%**7.2 Parts will be delivered in working days after receipt of order.**Quantity: 1 UOM: DaysTotal: 5%

Supplier Notes:

APPLIES TO IN-STOCK PARTS WITH TEXAS PACK + LOAD AND VENDORS. SOME ITEMS
 HAVE TO BE MADE PER ORDER SO THEY HAVE A LONGER LEAD TIME TO
 MANUFACTURE.

8

Package Header

Section VIII: New Way (New Way Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKGTotal: \$240.00

Item Notes:

Package Items**8.1 Labor Rate for Services**Quantity: 1 UOM: Hourly Labor RatePrice: \$140.00Total: \$140.00**8.2 Mileage Rate (if any)**Quantity: 1 UOM: Hourly Labor RatePrice: \$100.00Total: \$100.00

Supplier Notes:

\$100 FUEL SURCHARGE PER TRIP. WE DO NOT CHARGE BY THE HOUR FOR TRAVEL.

Response Total: \$960.00

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Officer / Operations Manager
(a Partner/ officer of the firm of, etc.)

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

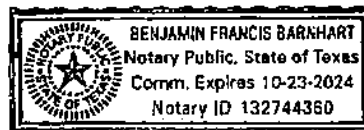
Matthew Olumb
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 19th day of May 20 23

Benjamin Francis Barnhart
Notary Public

My commission expires:

10-23-2024



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1022947

Date Filed:
05/18/2023

Date Acknowledged:

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

Texas Pack + Load
San Antonio, TX United States

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

City of Laredo, TX

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

FY23-055
FY23-055 Automated Side Loader OEM Parts & Service - Fleet Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	TEXAS PACK + LOAD	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew Olinick and my date of birth is 8/21/83

My address is 1030 Brussels St. San Antonio TX 78219 U.S.A.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas on the 19th day of May 20 23
(month) (year)

Matthew Olinick
Signature of authorized agent of contracting business entity
(Declarant)

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

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 *Matthew Olanich*
Signature of vendor doing business with the governmental entity

5/19/23
Date

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

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

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

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

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

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

...
(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CITY OF LAREDO
PURCHASING DIVISION



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

**AUTOMATED SIDE LOADER OEM PARTS & SERVICE
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

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

**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-035**

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

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>. Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on May 23, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 24, 2023.

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

**Bid: Automated Side Loader OEM Parts & Service - Fleet Department
FY23-255**

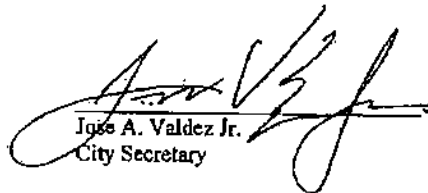
Bids can be downloaded and submitted through
Cit-E-Bid:

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 1st DAY OF MAY 2023.


Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 **WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 **LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 **CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
- 8.0 **BIDDER DISCOUNTS**
- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

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9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

11.0 PAYMENT & INVOICING

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

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Laredo, Texas 78042.

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

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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

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

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

CITY OF LAREDO
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**Formal Invitation for Bids
Automated Side Loader OEM Parts & Service
Fleet Department**

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for the City's automated side loaders. Copies of the bid specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-B-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.1 All questions for this bid shall be submitted through Cit-B-Bid no later than, May 12, 2023.

16.2 For additional questions regarding these specifications please contact:

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

17.0 General Requirements

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

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

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

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

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

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

17.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

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- 17.8 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.9 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.10 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
 - 18.11.1 Must be legible and reference a valid purchase order number.
 - 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
 - 18.11.3 Must list labor hours as applicable for all work billed.
 - 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

**CITY OF LAREDO
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- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

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

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

19.1 Disclosure of Interested Parties

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

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

20.0 Term of Contract

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

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

21.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 Termination of Contract

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

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

23.0 Required Format and Contents of Bid Submission

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

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

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) Texas Pack + Load

Signature

of person authorized to sign bid

Date 5/19/23

Print Name

of person authorized to sign bid

Title:

Business Address:

City, State, Zip Code:

Telephone Number:

Fax Number:

Contact Person Email Address:

Federal Tax ID Number:

Bidders Principal/Corporate Place of Business Address:

Indicated Status of Business:

Corporation

Partnership

Sole Proprietorship

Other:

If other state business status:

State how long under its present business name:

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):

Yes

☒ No

Disadvantaged Business Enterprise (DBE):

Yes

☒ No

Small Disadvantaged Business Enterprise (SDBC):

Yes

☒ No

Other: Please specify _____

This company is not a certified minority business: ☒

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

CITY OF LAREDO
PURCHASING DIVISION

25.0 Tab B Price Schedule

25.1 Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.2 Section II: Scorpion (DADEE Manufacturing) Repair Services rates

Labor Rate for Services	\$ <u>140</u> Per Hour
Mileage Rate (if any)	\$ <u>100</u> Per Trip

25.3 Section III: G-S (G-S Product) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.4 Section IV: G-S (G-S PRODUCT) Repair Services rates

Labor Rate for Services	\$ <u>140</u> Per Hour
Mileage Rate (if any)	\$ <u>100</u> Per Trip

Company Name: Texas Pack + Load

Owner/President Name: Lore Batley

Company Address: 1030 Brussels St

City, State, Zip Code: San Antonio, TX 78219

Company Authorized Representative's Signature: Matthew Olivick

Company Representative's Name: Matthew Olivick - Operations Manager

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

CITY OF LAREDO
PURCHASING DIVISION

25.5 Section V: HEIL (HEIL Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.6 Section VI: HEIL (HEIL Manufacturing) Repair Services rates.

Labor Rate for Services	\$ <u>140</u> Per Hour
Mileage Rate (if any)	\$ <u>100</u> <u>Per Trip</u>

25.7 Section VII: NEW WAY (NEW WAY Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.8 Section VIII: NEW WAY (NEW WAY Manufacturing) Repair Services rates.

Labor Rate for Services	\$ <u>140</u> Per Hour
Mileage Rate (if any)	\$ <u>100</u> <u>Per Trip</u>

Company Name: Texas Pack + Load
Owner/President Name: Lane Batley
Company Address: 1030 Dressels St
City, State, Zip Code: San Antonio, TX 78219
Company Authorized Representative's Signature: Matthew Olivick
Company Representative's Name: Matthew Olivick - Operations Manager

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

CITY OF LAREDO
PURCHASING DIVISION

26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

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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 Matthew Olivick

Signature *Matthew Olivick*

Date 5/19/23

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity. <u>N/A</u>	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
2		
3 Name of local government officer with whom filer has employment or business relationship. <u>N/A</u> Name of Officer	This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.	
Signature of person doing business with the governmental entity _____		
Date _____		

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0

Project:

Form of Non-Collusive Affidavit:

STATE OF TEXAS {}
COUNTY OF WEBB {}

AFFIDAVIT

Being first duly sworn, deposes and says:

That he/she is Officer / Operating Manager
(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.

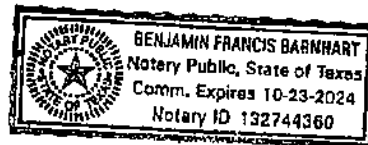
Matthew Olmos
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 19th day of May 2023.

Benjamin Francis Barnhart
Notary Public

My commission expires:

10-23-2024



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

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

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

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

1. Name of person submitting this disclosure form:

Matthew	R.	Olinick	
First	MI	Last	Suffix

2. Contract Information:

a) Contract or Project name(s): FY23-055
Automated Side Loader O&M Parts & Service

b) Originating Department(s): Fleet Department

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

Matthew Olinick	<i>Matthew Olinick</i>		
Name (Print)	Signature	Name (Print)	Signature

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

***Acknowledgements**

☒ **Updates Required**

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

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

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

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

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

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

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

***Oath**

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

Matthew Olivick
Name (Print)

Matthew Olivick
Signature

Operations Manager
Title

Texas Pack + Load
Company or DBA

5/19/23
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

29.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

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

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

29.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Pack + Load
San Antonio, TX United States

Certificate Number:
2023-1022947

Date Filed:
05/18/2023

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY23-055
FY23-055 Automated Side Loader OEM Parts & Service - Fleet Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	TEXAS PACK + LOAD	San Antonio, TX United States	X	

5 Check only if there is NO interested Party. ☐

6 UNSWORN DECLARATION

My name is Mattias Olimick and my date of birth is 8/21/83

My address is 1030 Brussels St San Antonio TX 78219 U.S.A.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas on the 19th day of May, 20 23
(month) (year)

Mattias Olimick
Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

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

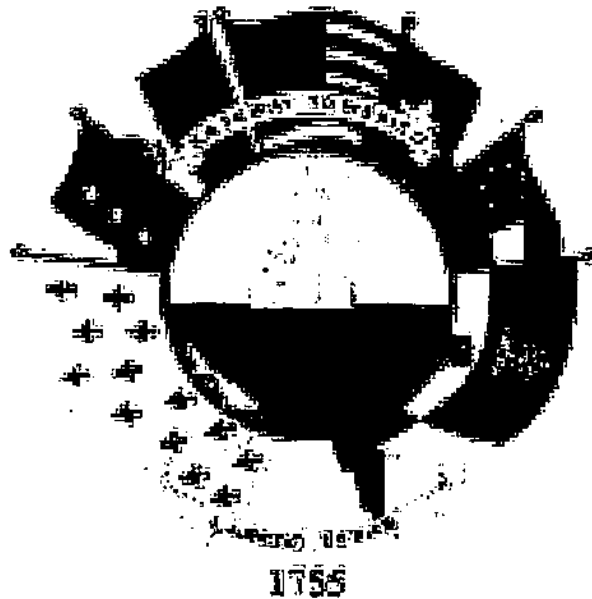
**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.iouwave.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



FY23-055

Heil of Texas

Texan Waste Equipment Inc

Supplier Response

Event Information

Number: FY23-055
Title: FY23-055 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Request For Bid
Issue Date: 5/2/2023
Deadline: 5/23/2023 05:00 PM (CT)
Notes:

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Heil of Texas Information

Contact: Ray Mancha
Address: 503 Pop Gunn
San Antonio, TX 78219
Phone: (210) 224-5800
Email: rmancha@heiloftexas.com
Web Address: www.heiloftexas.com

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

Ray Mancha

Signature

Submitted at 5/23/2023 03:07:09 PM (CT)

rmancha@heiloftexas.com

Email

Response Attachments

CITY OF LAREDO FY23-55 AUTOMATED SIDELOADERS PARTS AND SERVICE.pdf

BID FOR FY23-055

Bid Attributes

1	State how long under has the business been in its present business name
	21 YEARS
2	If applicable, list all other names under which the Business Identified above operated in the last five years
	TEXAN WASTE EQUIPMENT/DBA HEIL OF TEXAS
3	State if the Company is a certified minority business enterprise
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
4	Questions Part 1
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	No
5	Questions Part 2
	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?
	No

6 State if the Company is a certified minority business enterprise

This company is not a certified minority business

7 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

Conflict of Interest Questionnaire Form CIQ

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

9 Conflict of Interest Questionnaire

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

Yes

10 Disclosure Form

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

11 This is a

New Submission

12 Question 1. Name of person submitting this disclosure form

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

Jerry Coronado

13 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY23-055

1 4	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) JERRY CORONADO, RAY MANCHA, JEFFREY DAVIS
1 5	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Not Applicable
1 6	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. No response
1 7	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
1 8	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. No response
1 9	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2 0	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response
2 1	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
2 2	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. No response

2 3	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 4	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
2 5	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. No response
2 6	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☒ I have read and understand this section (I have read and understand this section)
2 7	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☒ I have read and understand this section (I have read and understand this section)
2 8	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☒ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
2 9	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Jerry Coronado Service Manager Texan Waste Equipment (dba) Heil of Texas 05/23/2023
3 0	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☒ I swear or affirm information is correct (I swear or affirm information is correct)

3.1 Certificate of Interested Parties (Form 1295)

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

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

3.2 Terms and Conditions for Request for Bids

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

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

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

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

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

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Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

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

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

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

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

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

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

☒ I agree my insurance meets minimum requirements (I agree my insurance meets minimum requirements)

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4

Disqualification & Debarment Certification

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

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

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

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

Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

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

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

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

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

3
7**Ordinance 2018-O-175**

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

No response

Bid Lines

1

Package Header**Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts**

Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items**1.1 Percent of Discount Offered**

Quantity: 1 UOM: EA Total: No response

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

Quantity: 1 UOM: Days Total: No response

2

Package Header**Section II: Scorpion (DADEE Manufacturing) Repair Services rates.**

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items**2.1 Labor Rate for Services**

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

3 Package Header

Section III: G-S (G-S Product) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

3.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: No response

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

Quantity: 1 UOM: Days Total: No response

4 Package Header

Section IV: G-S (G-S Product) Repair Services rates.

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

4.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

4.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: No response Total: No response

5 Package Header

Section V: Heil (Heil Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 3%

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

Quantity: 1 UOM: Days Total: 3%

6 Package Header

Section VI: Heil (Heil Manufacturing) Repair Services rates

Quantity: 1 UOM: PKG Total: \$370.00

Item Notes:

Package Items

6.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate Price: \$185.00 Total: \$185.00

6.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate Price: \$185.00 Total: \$185.00

7 Package Header

Section VII: New Way (New Way Manufacturing) Captive New (OEM) Parts

Authorized Distributor/Dealer

Quantity: 1 UOM: PKG Total: No response

Item Notes:

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: No response

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

Quantity: 1 UOM: Days

Total: No response

8 Package Header

Section VIII: New Way (New Way Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG

Total: No response

Item Notes:

Package Items

8.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

8.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

Price: No response

Total: No response

Response Total: \$370.00

CITY OF LAREDO
PURCHASING DIVISION



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

**AUTOMATED SIDE LOADER OEM PARTS & SERVICE
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

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

**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

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

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

Hand Delivered:

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

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>. Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on May 23, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 24, 2023.

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Hand Delivered:

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

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

WITNESS MY HAND AND SEAL, ON THIS 1st DAY OF MAY 2023.

A handwritten signature in black ink, appearing to read "Jose A. Valdez Jr.", written over a horizontal line.
Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
- 8.0 BIDDER DISCOUNTS**
- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

11.0 PAYMENT & INVOICING

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

**CITY OF LAREDO
PURCHASING DIVISION**

Laredo, Texas 78042.

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

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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

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

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

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

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

13.0 INSURANCE REQUIREMENTS

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

14.5 CONFLICT OF INTEREST FORMS (Attached)

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

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

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

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

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

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

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

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

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**Formal Invitation for Bids
Automated Side Loader OEM Parts & Service
Fleet Department**

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for the City's automated side loaders. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.icnwave.net/Login.aspx>

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, May 12, 2023.

16.2 For additional questions regarding these specifications please contact:

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

17.0 General Requirements

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

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

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

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

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

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

17.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

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- 17.8 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.9 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.10 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
- 18.11.1 Must be legible and reference a valid purchase order number.
- 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 18.11.3 Must list labor hours as applicable for all work billed.
- 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

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- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

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

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

19.1 Disclosure of Interested Parties

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

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

20.0 Term of Contract

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

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

21.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 Termination of Contract

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

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

23.0 Required Format and Contents of Bid Submission

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

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

CITY OF LAREDO
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24.0 Bidder Information Questionnaire

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

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

Name of Offeror (Business) TEXAN WASTE EQUIPMENT (dba) HEIL OF TEXAS

Signature
of person authorized to sign bid

Date 5/22/2023

Print Name Jerry Coronado
of person authorized to sign bid

Title: _____

Business Address: 503 POP GUN ST.

City, State, Zip Code: SAN ANTONIO, TX 78219

Telephone Number: (210) 224-5800

Fax Number: (210) 223-0033

Contact Person Email Address: JCORONADO@HEILOFTEXAS.COM

Federal Tax ID Number: 76-0681266

Bidders Principal/Corporate Place of Business Address: 5900 WHEELER ST. HOUSTON, TX 77023

Indicated Status of Business:

Corporation ☒ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

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

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

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

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

This company is not a certified minority business: ☒

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

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25.0 Tab B Price Schedule

25.1 Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	_____ %
-----------------------------	---------

Parts will be delivered within _____ working days after receipt of order.

25.2 Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Hour

25.3 Section III: G-S (G-S Product) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	_____ %
-----------------------------	---------

Parts will be delivered within _____ working days after receipt of order.

25.4 Section IV: G-S (G-S PRODUCT) Repair Services rates.

Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Hour

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

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25.5 Section V: HEIL (HEIL Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	3 %
-----------------------------	-----

Parts will be delivered within _____ working days after receipt of order.

25.6 Section VI: HEIL (HEIL Manufacturing) Repair Services rates.

Labor Rate for Services	\$ 185.00 Per Hour
Mileage Rate (if any)	\$ 185.00 Per Hour

25.7 Section VII: NEW WAY (NEW WAY Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	_____ %
-----------------------------	---------

Parts will be delivered within _____ working days after receipt of order.

25.8 Section VIII: NEW WAY (NEW WAY Manufacturing) Repair Services rates.

Labor Rate for Services	\$ _____ Per Hour
Mileage Rate (if any)	\$ _____ Per Hour

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

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

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26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Texan Waste Equipment Inc. DBA Heil of Texas

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

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

NONE KNOWN

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

NONE KNOWN

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

7

[Signature]
Signature of vendor doing business with the governmental entity

5/22/23
Date

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AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

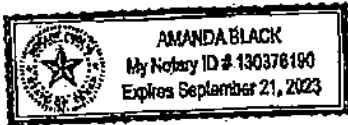
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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



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

Subscribed and sworn before me this 22 day of May 20 23.

Amanda Black
Notary Public

My commission expires:

September 21 2023

CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

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

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

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

*1. Name of person submitting this disclosure form:			
First		M.I.	Last
Jerry			Coronado
			Suffix

*2. Contract Information:	
a) Contract or Project name(s):	FY23-055 Automated Side Loaders OEM Parts Services
b) Originating Department(s):	Parts and Service

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

***Acknowledgements**

☒ Updates Required

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

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

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

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

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

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

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

***Oath**

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

Jerry Coronado

Name (Print)

Signature

Title

Texan Waste Equipment (dba) Heil of Texas

5/22/2023

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

29.0 Certificate of Interested Parties (Form 1295)

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

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

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

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

29.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texan Waste Equipment Inc. DBA Heil of Texas
Houston, TX United States

Certificate Number:
2023-1024388

Date Filed:
05/22/2023

Date Acknowledged:

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

3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY23-055
Automated Side Loader DEM Parts & Service - Fleet Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	DAVIS, LARRY	Houston, TX United States	X	

5 Check only if there is NO interested Party. ☐

6 UNSWORN DECLARATION

My name is Jeffrey Davis, and my date of birth is 6/28/85

My address is 5900 Wheeler Houston Tx 77023
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 22 day of May, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St, 3rd floor, Laredo, Texas 78040 until 5:00 P.M on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

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

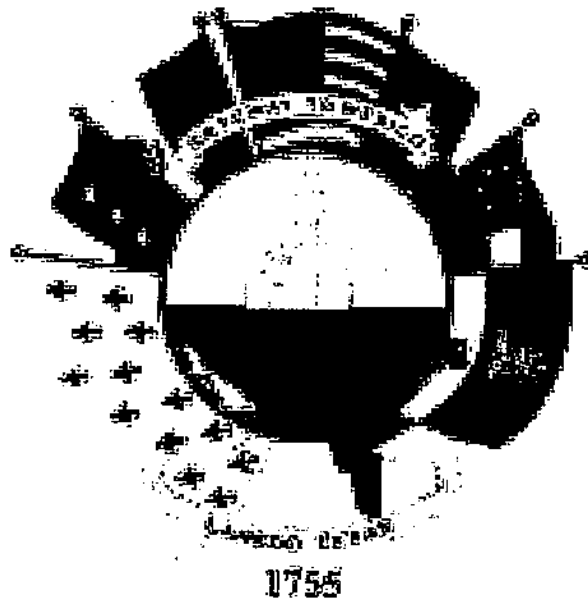
**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

Bids can be downloaded and submitted through Cit-E-Bid: <https://citvoflaredo.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



FY23-055

**Fox Truck World LLC
Romie C Fox Jr.
Supplier Response**

Event Information

Number: FY23-055
Title: FY23-055 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Request For Bid
Issue Date: 5/2/2023
Deadline: 5/23/2023 05:00 PM (CT)
Notes:

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Fox Truck World LLC Information

Contact: Romie Fox
Address: 965 FM 1516 S
San Antonio, TX 78263
Phone: (210) 648-1660
Fax: (866) 388-6220
Email: romie@foxtruckworld.com
Web Address: foxtruckworld.com

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

Romie C Fox Jr

Signature

Submitted at 5/23/2023 11:12:40 AM (CT)

romie@foxtruckworld.com

Email

Response Attachments

Affidavit.pdf

Affidavit

Certificate of Interested Parties.pdf

COI

Conflict of Interest.pdf

CIQ

Bid Attributes

1	State how long under has the business been in its present business name 12.5 years
2	If applicable, list all other names under which the Business identified above operated in the last five years NA
3	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
4	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1) No. 2) No. 3) No. 4) No. 5) No

5 Questions Part 2

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

1) No. 2) No. 3) No.

6 State if the Company is a certified minority business enterprise

This company is not a certified minority business

7 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

8 Conflict of Interest Questionnaire Form CIQ

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

9 Conflict of Interest Questionnaire

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

Yes

10 Disclosure Form

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

11 This is a

New Submission

1 2	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Romie C Fox Jr.
1 3	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department a) FY23-055 Automated Side Loader OEM Parts & Service. b) Fleet Department
1 4	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) Fox Truck World LLC
1 5	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Not Applicable
1 6	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. No response
1 7	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
1 8	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. No response
1 9	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2 0	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. No response

2 1	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
2 2	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. No response
2 3	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 4	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
2 5	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. No response
2 6	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☒ I have read and understand this section (I have read and understand this section)
2 7	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of the offer from consideration. ☒ I have read and understand this section (I have read and understand this section)
2 8	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary. ☒ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

2
9**Question 11. Oath**

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

- 1) Romie C Fox Jr.
- 2) Owner
- 3) Fox Truck World LLC
- 4) 5/19/2023

3
0**Question 12. Oath**

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

☒ I swear or affirm information is correct (I swear or affirm information is correct)

3
1**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/lec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

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

3
2**Terms and Conditions for Request for Bids**

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

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

vendor.

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or

given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

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

OCCUPATIONS CODE TITLE 6, REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A, REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER

1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

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

3 Insurance Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

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

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

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

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

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

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

☒ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

3 Disqualification & Debarment Certification

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

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

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

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

Contract Requirements

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

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

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

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

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

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

Changes to Form 1295:

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

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

2.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

No Bid

3 Package Header

Section III: G-S (G-S Product) Captive New (OEM) Parts

Authorized Distributor/Dealer

Quantity: 1 UOM: PKG

Total: No response

Item Notes:

Package Items

3.1 Percent of Discount Offered

Quantity: 1 UOM: EA

Total: 0%

Supplier Notes: Cost plus 30%

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

Quantity: 1 UOM: Days

Total: 1%

Supplier Notes: 1 business day for stock parts

4 Package Header

Section IV: G-S (G-S Product) Repair Services rates.

Quantity: 1 UOM: PKG

Total: \$195.00

Item Notes:

Package Items

4.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate

Price: \$120.00

Total: \$120.00

Supplier Notes: \$120/hr

4.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

Price: \$75.00

Total: \$75.00

Supplier Notes: Flat fee \$200 service call \$75/hr per technician

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

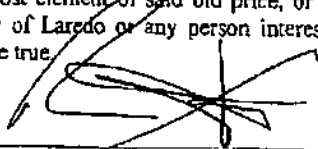
STATE OF TEXAS ()
COUNTY OF WEBB ()

Ramon Chester Fox

Being first duly sworn, deposes and says:

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

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

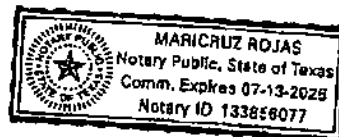

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22 day of May 20 23

M. Rojas
Notary Public

My commission expires:

7-13-2026



CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <u>Fox Truck World LLC San Antonio, Tx ~~TX~~ United States</u>																																													
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <u>City of Laredo</u>																																													
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. <u>FY23-055 Automated Side Loader DEM Park & Service- Fleet Department</u>																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:30%;">Name of interested Party</th> <th rowspan="2" style="width:30%;">City, State, Country (place of business)</th> <th colspan="2" style="width:40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:20%;">Controlling</th> <th style="width:20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td><u>Fox Jr., Ramie</u></td> <td><u>Placanton, Tx United States</u></td> <td align="center"><u>X</u></td> <td></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<u>Fox Jr., Ramie</u>	<u>Placanton, Tx United States</u>	<u>X</u>																																	
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5 Check only if there is NO Interested Party. ☐																																													
6 AFFIDAVIT Signature of authorized agent of contracting business entity I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the <u>22</u> day of <u>May</u>, 20<u>23</u>, to certify which, witness my hand and seal of office. Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath																																													
ADD ADDITIONAL PAGES AS NECESSARY																																													

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Fox Truck World LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed.

N/A

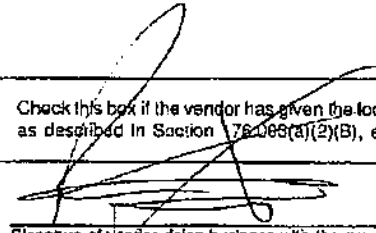
Name of Officer

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

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

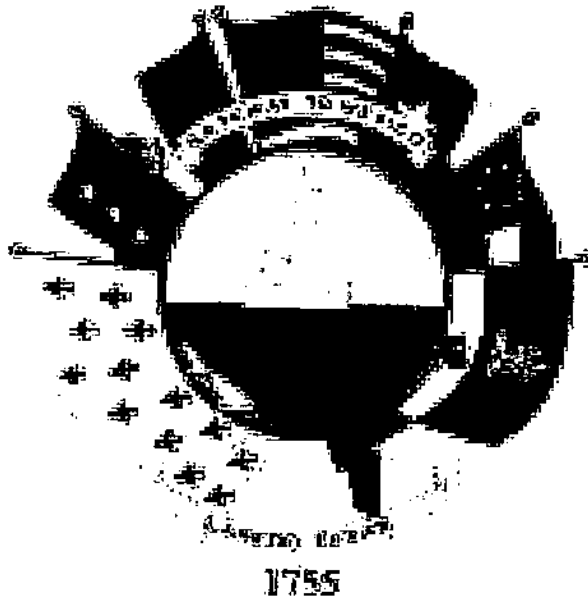
☐ Yes☐ No

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

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.008(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity

Date

5/22/23



FY23-055
BTE Body Co.
Supplier Response

Event Information

Number: FY23-055
Title: FY23-055 Automated Side Loader OEM Parts & Service – Fleet
Department
Type: Request For Bid
Issue Date: 5/2/2023
Deadline: 5/23/2023 05:00 PM (CT)
Notes:

Contact Information

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

BTE Body Co. Information

Contact: Doug Tancos
Address: 1601 E. State Highway 356
Irving, TX 76050
Phone: (972) 554-0725
Email: dtancos@btebody.com
Web Address: btebody.com

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

Douglas J. Tancos

Signature

dtancos@btebody.com

Email

Submitted at 5/23/2023 01:27:57 PM (CT)

Supplier Note

BTE is the OEM and Sole Source provider for OEM Scorpion ASL parts in the State of Texas. In the event of any discrepancy between the electronic responses and the hard copy attachments, the hard copy attachments will take precedence.

Response Attachments

BTE Sole Source Letter for FY23-055.pdf

BTE Sole Source Letter for FY23-055

BTE Response Documents FY23-055.pdf

BTE Response Documents FY23-055

Bid Attributes

1	State how long under has the business been in its present business name 15 Years, 2 Months.
2	If applicable, list all other names under which the Business Identified above operated in the last five years NA
3	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
4	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1) No 2) No 3) No 4) No 5) No

5 Questions Part 2

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

- 1) No
- 2) No
- 3) No

6 State if the Company is a certified minority business enterprise

This company is not a certified minority business

7 Conflict of Interest Disclosure

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

8 Conflict of Interest Questionnaire Form CIQ

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

9 Conflict of Interest Questionnaire

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

Yes

10 Disclosure Form

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

11 This is a

Update to previous submission

1 2	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Clayton A Campbell
1 3	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department a) FY23-055 Automated Side Loader OEM Parts & Service b) Fleet Department
1 4	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) BTE BODY COMPANY, INC.
1 5	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. It applies to my business
1 6	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. BTE Body Company, Inc. is a wholly owned subsidiary of Bruckner's Truck & Equipment.
1 7	Question 5. List any individuals or entities that will be subcontractors on this contract Not Applicable
1 8	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
1 9	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract Not Applicable
2 0	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. N/A

2.1 Question 7. Disclosure of political contributions

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

2.2 Question 7. Disclosure of political contributions

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

2.3 Updates on contributions required

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

2.4 Question 8. Disclosure of Conflict of Interest

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

2.5 8. Disclosure of Conflict of Interest

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

2.6 Question 9. Updates Required

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

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

2.7 Question 10. No Contact with City Officials or Staff during Contract Evaluation

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

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

2.8 Question 11. Conflict of Interest Questionnaire (CIQ)

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

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

2 9	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Clayton A Campbell General Manager BTE Body Company, Inc. 5/22/23
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3 0	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☒ I swear or affirm information is correct (I swear or affirm information is correct)
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3 1	Certificate of Interested Parties (Form 1295) In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm . Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. ☒ I will comply with this form (I will comply with this form)
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3 2	Terms and Conditions for Request for Bids TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the
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vendor.

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

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

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

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

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

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

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or

given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

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

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

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

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 PAYMENT & INVOICING

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

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

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

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

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

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

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

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

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

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

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

3 Insurance Terms and Conditions

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

3 Disqualification & Debarment Certification

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

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

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

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

3
5 **Contract Requirements**

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

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

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

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

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

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

Changes to Form 1295:

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

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

36	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☒ I have read and understand this section (I have read and understand this section)
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37	Ordinance 2018-O-175 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. No response
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Bid Lines

1	Package Header <u>Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts</u> Authorized Distributor/Dealer Quantity: <u>1</u> UOM: <u>PKG</u> Total: <u>No response</u> Item Notes: Supplier Notes: <u>Scorpion ASL OEM Parts. BTE is the OEM for this product line and the Sole Source provider for OEM Scorpion ASL parts in the State of Texas per the attached Sole Source Letter.</u> Package Items 1.1 Percent of Discount Offered Quantity: <u>1</u> UOM: <u>EA</u> Total: <u>0%</u> Supplier Notes: <u>FOB Destination, Prepaid/Add. Shipping charges are NOT included in price of parts. All freight charges will be Prepaid / Add to the invoice. No published price list.</u> 1.2 Parts will be delivered in working days after receipt of order. Quantity: <u>1</u> UOM: <u>Days</u> Total: <u>5%</u> Supplier Notes: <u>Pickup and Delivery via parcel or LTL freight only. Lead time for In Stock items is 3-5 business days ARO. Lead time for Out of Stock items will be quoted on a case-by-case basis.</u>
---	---

2	Package Header <u>Section II: Scorpion (DADEE Manufacturing) Repair Services rates.</u> Quantity: <u>1</u> UOM: <u>PKG</u> No Bid Item Notes:
---	--

Package Items**2.1 Labor Rate for Services**Quantity: 1 UOM: Hourly Labor Rate**No Bid****2.2 Mileage Rate (if any)**Quantity: 1 UOM: Hourly Labor Rate**No Bid****3 Package Header**Section III: G-S (G-S Product) Captive New (OEM) Parts
Authorized Distributor/DealerQuantity: 1 UOM: PKG**No Bid**

Item Notes:

Package Items**3.1 Percent of Discount Offered**Quantity: 1 UOM: EA**No Bid****3.2 Parts will be delivered in working days after receipt of order.**Quantity: 1 UOM: Days**No Bid****4 Package Header**Section IV: G-S (G-S Product) Repair Services rates.Quantity: 1 UOM: PKG**No Bid**

Item Notes:

Package Items**4.1 Labor Rate for Services**Quantity: 1 UOM: Hourly Labor Rate**No Bid**

4.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

No Bid

5 Package Header

Section V: Heil (Heil Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG

No Bid

Item Notes:

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA

No Bid

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

Quantity: 1 UOM: Days

No Bid

6 Package Header

Section VI: Heil (Heil Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG

No Bid

Item Notes:

Package Items

6.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate

No Bid

6.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

No Bid

7 Package Header

Section VII: New Way (New Way Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Quantity: 1 UOM: PKG

No Bid

Item Notes:

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA

No Bid

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

Quantity: 1 UOM: Days

No Bid

8 Package Header

Section VIII: New Way (New Way Manufacturing) Repair Services rates.

Quantity: 1 UOM: PKG

No Bid

Item Notes:

Package Items

8.1 Labor Rate for Services

Quantity: 1 UOM: Hourly Labor Rate

No Bid

8.2 Mileage Rate (if any)

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: 0

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

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

Name of Offeror (Business) BTE BODY COMPANY, INC

Signature
of person authorized to sign bid

Date 5/22/2023

Print Name
of person authorized to sign bid Clayton A. Campbell

Title: General Manager

Business Address: 1601 E. State Highway 356

City, State, Zip Code: Irving, TX 75060

Telephone Number: 972-554-0725 Fax Number: N/A

Contact Person Email Address: dtancos@btebody.com

Federal Tax ID Number: 26-2387687

Bidders Principal/Corporate Place of Business Address: 1601 E. State Highway 356, Irving, TX 75060

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: N/A

State how long under its present business name: 15 years, 2 months

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

N/A

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

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

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

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

Small Disadvantaged Business Enterprise (SDBC) Yes ☒ No Other: Please specify N/A

This company is not a certified minority business: ☒

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

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 Tab B Price Schedule

25.1 Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered <u>FOB Destination, Prepaid/Addt.</u>	
<u>Shipping charges NOT included in price of parts</u>	<u>0</u> %
<u>All freight charges will be Prepaid/Addt to invoice.</u>	
<u>No Published Price List</u>	

Parts will be delivered within 3-5 working days after receipt of order.
pick-up & delivery via parcel or LTL freight only. 3-5 days for in stock items.
out of stock items on a case-by-case basis.

25.2 Section II: Scorpion (DADEE Manufacturing) Repair Services rates

Labor Rate for Services	NO BID	\$ _____ Per Hour
Mileage Rate (if any)		\$ _____ Per Hour

25.3 Section III: G-S (G-S Product) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	NO BID	_____ %
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Parts will be delivered within _____ working days after receipt of order.

25.4 Section IV: G-S (G-S PRODUCT) Repair Services rates

Labor Rate for Services	NO BID	\$ _____ Per Hour
Mileage Rate (if any)		\$ _____ Per Hour

Company Name: BTE BODY COMPANY, INC

Owner/President Name: Orlan Bruckner

Company Address: 1601 E. State Highway 356

City, State, Zip Code: Irving, TX 75060

Company Authorized Representative's Signature: *Clayton A Campbell*

Company Representative's Name: Clayton A Campbell

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

CITY OF LAREDO
PURCHASING DIVISION

25.5 Section V: HEIL (HEIL Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	~~NO BID~~	_____ %
-----------------------------	-----------------------	---------

Parts will be delivered within _____ working days after receipt of order.

25.6 Section VI: HEIL (HEIL Manufacturing) Repair Services rates.

Labor Rate for Services	~~NO BID~~	\$ _____ Per Hour
Mileage Rate (if any)	~~NO BID~~	\$ _____ Per Hour

25.7 Section VII: NEW WAY (NEW WAY Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	~~NO BID~~	_____ %
-----------------------------	-----------------------	---------

Parts will be delivered within _____ working days after receipt of order.

25.8 Section VIII: NEW WAY (NEW WAY Manufacturing) Repair Services rates.

Labor Rate for Services	~~NO BID~~	\$ _____ Per Hour
Mileage Rate (if any)	~~NO BID~~	\$ _____ Per Hour

Company Name: BTE BODY COMPANY, INC

Owner/President Name: Brian Bruckner

Company Address: 1601 E. State Highway 356

City, State, Zip Code: Irving, TX 75060

Company Authorized Representative's Signature: _____

Company Representative's Name: Clayton A. Campbell

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

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
Name: Clayton R. Campbell Signature: [Signature] Date: 5/22/2023

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

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

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

Brian Brundage

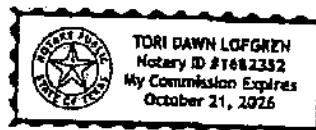
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22nd day of May 2013.

Tori Dawn Loggren
Notary Public

My commission expires:

10/21/26



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

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

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

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

*1. Name of person submitting this disclosure form

Clayton	A	Campbell	
First	M.I.	Last	Suffix

*2. Contract Information

a) Contract or Project name(s): FY23-055 Automated Side Loader OEM Parts & Service - Fleet Department

b) Originating Department(s): Fleet Department

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

GTE BODY COMPANY, INC.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

☒ Name of partner, parent, or subsidiary business entity(ies): GTE BODY COMPANY, INC. is a wholly-owned subsidiary of Buckner's Truck & Equipment

CITY OF LAREDO
PURCHASING DIVISION

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

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

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

☐ List of subcontractors: N/A

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

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

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

***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: N/A

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? NO

CITY OF LAREDO
PURCHASING DIVISION

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: N/A

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Clyden A. Campbell
Name (Print)

Clyden A. Campbell
Signature

General Manager
Title

BTE BUDY COMPANY, INC
Company or DBA

5/22/23
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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BTE Body Company Inc
Irving, TX United States

Certificate Number:
2023-1023784

Date Filed:
05/21/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY23-055
FY23-055 Automated Side Loader OEM Parts & Service - Fleet Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Bruckner, Chris	Irving, TX United States	X	
	Bruckner, Brian	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

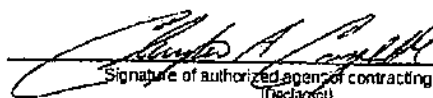
6 UNSWORN DECLARATION

My name is Clepton Campbell and my date of birth is 11/29/1975

My address is 1601 TX State Highway 356 Irving TX 75060 Pellus
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of May, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



1601 E. State Highway 355
Irving, TX 75060

May 22, 2023

RE: Scorpion ASL, Scorpion FE and Mantis AFL Sole Source Letter

To Whom It May Concern:

This letter is to confirm that the Scorpion Automated Side Loader, Scorpion Full Eject Side Loader and Mantis Automated Front Loader and all replacement parts and service work are Sole Source Products designed, licensed and sold Exclusively by BTE Body Company in the state of Texas.

These products, parts and service work are proprietary and must be purchased directly from BTE Body Company at the address above.

Thank you for your interest in the Scorpion Automated Side Loader, Scorpion Full Eject Side Loader and Mantis Automated Front Loader.

Regards,

A handwritten signature in black ink, appearing to read "Clayton Campbell", written over a horizontal line.

Clayton Campbell
General Manager
BTE Body Company, Inc.
1601 E. State Highway 355
Irving, TX 75060

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**AUTOMATED SIDE LOADER OEM PARTS & SERVICE
FLEET DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of OEM captive parts and service for the City's automated side loaders for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>. Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on May 23, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 23, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

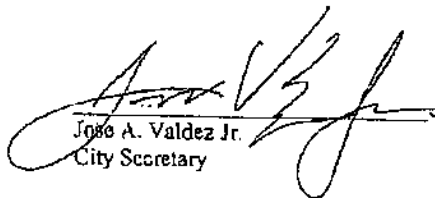
Bids can be downloaded and submitted through
Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 1st DAY OF MAY 2023.


Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.jonwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

CITY OF LAREDO
PURCHASING DIVISION

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
- The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO, Box 210

CITY OF LAREDO
PURCHASING DIVISION

Laredo, Texas 78042.

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

- 12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.

(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.

(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate.

**CITY OF LAREDO
PURCHASING DIVISION**

This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
 - (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by

**CITY OF LAREDO
PURCHASING DIVISION**

respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

14.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/ec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

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PURCHASING DIVISION**

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Automated Side Loader OEM Parts & Service
Fleet Department**

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of OEM parts and service for the City's automated side loaders. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/login.aspx>

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, May 12, 2023.

16.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Requirements

17.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

17.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

17.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials and services on the open market and charge the contract vendor the price difference.

17.4 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

17.5 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and not unit prices, extensions and net total prices must be shown.

17.6 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

17.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

CITY OF LAREDO
PURCHASING DIVISION

- 17.8 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's vehicle fleet. All parts used in complying with this contract must be equal to or better than the original part.
- 17.9 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 17.10 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.
- 18.0 **Specifications**
Teardown and Quotation form, Attachment "A", as described herein must be provided as required prior to any work being accomplished and must be completed by contractor for each service action.
- 18.1 Charges for overhaul or rebuild of components will not exceed 65% of acquisition cost for a new like item.
- 18.2 Any outside labor will require pre-approval from Fleet Maintenance representative prior to work performed.
- 18.3 A written Delivery Order must be issued prior to any work being performed.
- 18.4 All work must be performed by skilled workers adequately trained for the vehicles and equipment being serviced.
- 18.5 City of Laredo vehicles must be serviced and repaired within the performance time offered by contractor and accepted by the City.
- 18.6 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award.
- 18.7 A minimum ninety (90) day warranty against materials and workmanship is required for all services.
- 18.8 All parts replaced must be returned to the City upon request unless submitted as cores for rebuilt items.
- 18.9 Outside parts and equipment will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.
- 18.10 Parts/Equipment furnished by contractor will be billed at the discount noted in the Schedule of Items. The price list must be the most current at the time repairs are complete.
- 18.11 Invoices:
- 18.11.1 Must be legible and reference a valid purchase order number.
- 18.11.2 Must be approved by an appropriate City of Laredo Fleet department representative.
- 18.11.3 Must list labor hours as applicable for all work billed.
- 18.11.4 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.
- 18.12 City of Laredo personnel may deliver and pickup vehicles and equipment from Contractor's facility.

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- 18.13 All part, equipment and supplies must be new and best available unless authorized in advance by the Fleet Maintenance representative. Teardown quote (Attachment "A") must specify if parts or equipment quoted is rebuilt and if core charges apply. Teardown quote for individual equipment repairs must be complete and thorough prior to commencement of work/repairs. No subsequent claim of discovery that some other item, part, or effort to complete the repair will be considered.
- 18.14 A maximum of five (5) days for teardown quotes and twenty-five (25) calendar days for any repairs authorized by the issuance of a signed Teardown Quote. Urgent services will occasionally be required. If a contractor is unable to comply with our service requirement, City of Laredo may contact another contractor to provide a teardown quote and services.
- 18.15 Contractor must submit certified receipts of any outside parts and equipment obtained to perform service. Contractor must certify invoice to be complete, true, and is without any up-charge, discount, or subsequent rebate of any kind to the Contractor, except as noted on the invoice or ticket from outside source.
- 18.16 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.
- 18.17 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

19.0 Award of Contract

This contract will be awarded by sections to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

**CITY OF LAREDO
PURCHASING DIVISION**

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

20.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

21.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

22.0 Termination of Contract

This contract shall be for an initial period of one year or twelve months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Noa-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Name of Offeror (Business) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Signature [Signature]
of person authorized to sign bid

Date 5/22/2023

Print Name JUAN ENRIQUE GONZALEZ
of person authorized to sign bid

Title: PRESIDENT

Business Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO

Telephone Number: (956) 568-5354 Fax Number: (956) 568-5332

Contact Person Email Address: LAREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

Bidders Principal/Corporate Place of Business Address: 121 RANCH RD 6086C

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: N/A

State how long under its present business name: SEVENTEEN

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

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Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

CITY OF LAREDO
PURCHASING DIVISION

25.0 Tab B Price Schedule

25.1 Section I: Scorpion (DADEE Manufacturing) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.2 Section II: Scorpion (DADEE Manufacturing) Repair Services rates.

Labor Rate for Services	\$ <u>60</u> Per Hour
Mileage Rate (if any)	\$ <u>0</u> Per Hour

25.3 Section III: G-S (G-S Product) Captive New (OEM) Parts Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

25.4 Section IV: G-S (G-S PRODUCT) Repair Services rates.

Labor Rate for Services	\$ <u>60</u> Per Hour
Mileage Rate (if any)	\$ <u>0</u> Per Hour

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD. 60860

City, State, Zip Code: LAREDO, TEXAS 78043

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

- 25.5 Section V: HEIL (HEIL Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

- 25.6 Section VI: HEIL (HEIL Manufacturing) Repair Services rates.

Labor Rate for Services	\$ <u>60</u> Per Hour
Mileage Rate (if any)	\$ <u>0</u> Per Hour

- 25.7 Section VII: NEW WAY (NEW WAY Manufacturing) Captive New (OEM) Parts
Authorized Distributor/Dealer

Percent of discount offered	<u>0</u> %
-----------------------------	------------

Parts will be delivered within _____ working days after receipt of order.

- 25.8 Section VIII: NEW WAY (NEW WAY Manufacturing) Repair Services rates.

Labor Rate for Services	\$ <u>60</u> Per Hour
Mileage Rate (if any)	\$ <u>0</u> Per Hour

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES INC.

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD. 60860

City, State, Zip Code: LAREDO, TEXAS 78043

Company Authorized Representative's Signature: [Signature]

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

JUAN FERRER GONZALEZ
Name Signature

5/22/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A
Signature of person doing business with the governmental entity

N/A
Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is JUAN ENRIQUE GONZALEZ
(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 shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



Signature of
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a New Submission or Correction or X Update to previous submission.

*1. Name of person submitting this disclosure form:		
First	M.I. Last	Suffix
JUAN	E. GONZALEZ	

*2. Contract Information:	
a) Contract or Project name(s):	AUTOMATE SIDE LOADER OEM PARTS & SERVICE
b) Originating Department(s):	FLEET DEPARTMENT

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)			
Name (Print)	Signature	Name (Print)	Signature
JUAN ENRIQUE GONZALEZ			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.	
☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.	
☐ Name of partner, parent, or subsidiary business entity(ies):	

CITY OF LAREDO
PURCHASING DIVISION

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

CITY OF LAREDO
PURCHASING DIVISION

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contract will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

JUAN ENRIQUE GONZALEZ

Name (Print)

Signature

PRESIDENT

Title

LAREDO MECHANICAL INDUSTRIAL SVC INC

Company or DBA

5/22/2023

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

*****Form does not need to be notarized*****

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on May 23, 2023; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on May 24, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Automated Side Loader OEM Parts & Service – Fleet Department
FY23-055**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.jonwave.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)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUBRIEL INSURANCE AGENCY LLC 8010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT NAME: Noe Cubriel, CIC PHONE (A/C, H/O, F): (956) 568-5290 FAX (A/C, H/O): (956) 568-5294 E-MAIL ADDRESS: noe@cubriellinsurance.com
INSURED LAREDO MECHANICAL INDUSTRIAL SERVICE 4619 SAN DARIO STE# 542 LAREDO, TX 78041	INSURER(S) AFFORDING COVERAGE INSURER A: THE BURLINGTON INSURANCE CO. INSURER B: PROGRESSIVE INSURANCE INSURER C: THE HANOVER INSURANCE COMPANY INSURER D: INSURER E: RECENTLY UPDATED INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	957BG04814-02	8/16/2022	8/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 100,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	08079425	8/24/2022	8/24/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory for NR) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	WZD H451528-02	12/15/2022	12/15/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF LAREDO 1102 BOB BULLOCK LOOP LAREDO, TEXAS 78043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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2/8/23, 11:45 AM

Yahoo Mail - Government Payments - EZNETPAY

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Wednesday, February 8, 2023 at 11:45 AM CST

United ISD Tax Office

PAYMENT RECEIPT

Transaction Details	
Payment To	United ISD Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	Juan Gonzalez
Payment Date	02/08/2023
Payment Time	11:44:49 AM, CST
Payment Type	Payment Card
	MasterCard - xxxxx800
Reference Number	9210072322
Transaction ID:	bss5e9cp
Payment Amount	\$749.85
Service Fee	\$22.49
Total Amount	\$772.14

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

UNITED INDEPENDENT TOWNSHIP

THIS IS YOUR TAX BILL

Monica Madrigal, RTA

Pay To: United I.S.D. Tax Office
3501 E. Saunders
Laredo, Texas 78041



ALT#: 000000459247

BILL#:



699061

Date: 10/01/2022
P.I.D.: 801-12011-117



LAREDO MECHANICAL INDUSTRIAL SERVICES
7305 SAN DARIO AVE # 307
LAREDO, TX 78045-7438

2022 TAX STATEMENT

TAXES ARE DUE UPON RECEIPT

PROPERTY TAXES ARE DUE BY THE 15TH OF EACH MONTH
UNLESS OTHERWISE SPECIFIED

IF PAID BY	AMOUNT DUE
OCTOBER 31, 2022	700.61
NOVEMBER 30, 2022	700.61
DECEMBER 31, 2022	700.61
JANUARY 31, 2023	700.61
FEBRUARY 28, 2023	749.65
MARCH 31, 2023	763.66
APRIL 30, 2023	777.68
MAY 31, 2023	791.69
JUNE 30, 2023	805.70
JULY 31, 2023	959.00

2022 699061 0000070061 9

RETURN THIS PORTION WITH PAYMENT, THANK YOU

UNITED I.S.D. 2022 TAX STATEMENT

APPROXIMATE ASSESSED VALUE	APPROXIMATE ASSESSED VALUE	APPROXIMATE ASSESSED VALUE	APPROXIMATE ASSESSED VALUE	EXEMPTIONS	MORTGAGE	EXEMPTIONS
ASSESSMENT	IMPROVEMENTS	LAND	IMPROVEMENTS			

PERSONAL 68,517 0 0 68,517 699061

PROPERTY TYPE	ASSESSMENT	EXEMPTIONS	TAX RATE	AMOUNT DUE
IUN -UNITED ISD	68,517		68,517 1.022540	700.61

SCHOOL DISTRICT M&D/DEBT RATE INFORMATION

TAXING	2022	2021
UNIT	M&D	DEBT
IUN	.854600	.167940
	.945360	.232440

AGENT-10140497

IMPORTANT TAX INFORMATION, PLEASE READ

ON FEBRUARY 1, 2023 UNPAID 2022 PERSONAL PROPERTY TAXES WILL HAVE A TAX WARRANT ISSUED/ COLLECTION CLAIM FILED & COLLECTION FEES WILL BE APPLIED.
WHEN A LAWSUIT HAS BEEN FILED ON PRIOR YEAR TAXES AND THE 2022 TAXES REMAIN UNPAID ON FEBRUARY 1, 2023 COLLECTION FEES WILL BE IMPOSED PURSUANT TO THE LAWS TO THE 2022 TAXES.
MAILED PAYMENTS ARE APPLIED ACCORDING TO U.S. POSTAL SERVICE POSTMARK.
PAYMENT WILL BE REVERSED ON ALL CHECKS RETURNED BY THE BANK. A \$30 FEE WILL BE APPLIED.

Total Property Taxes: 700.61

ON FEBRUARY 1, 2023 ALL UNPAID 2022 TAXES BECOME DELINQUENT

Legal Description

PERSONAL PROPERTY-TURN FIX EQUIP 2121 RANCH RD 6866C 35SOUTH TEXAS IND PARK RP#900-00001-846 (IMP ONLY)

IF YOU ARE 65 YEARS OF AGE OR OLDER, OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY EXEMPTION YOU MAY HAVE TO A PORTION OF THE PAYMENT OF THESE TAXES.
TREC (See CIVIL)

FULL MARKET VALUE	68,517
IF PAID BY	AMOUNT DUE

Property ID Number	Site Location
801-12011-117	121 RANCH RD LAREDO

Pay Monica Madrigal, RTA
To: United I.S.D. Tax Office
3501 E. Saunders
Laredo, Texas 78041

(956) 473-7800

HOURS OF OPERATION
MONDAY - FRIDAY
8:00 A.M. - 4:30 P.M.

ONLY PROPERTY WITH AN OVER 55 HOMESTEAD EXEMPTION OR DISABLED HOMESTEAD EXEMPTION AND VETERAN OR HOMESTEAD QUALITY FOR QUARTERLY PAYMENTS TO AVOID PENALTY AND INTEREST. PAYMENTS MUST BE RECEIVED ON OR BEFORE THE FOLLOWING DATES:			
1st Payment	2nd Payment	3rd Payment	4th Payment
JAN. 31st	MARCH 31st	MAY 31st	JULY 31st

OCTOBER	31, 2022	700.61
NOVEMBER	30, 2022	700.61
DECEMBER	31, 2022	700.61
JANUARY	31, 2023	700.61
FEBRUARY	28, 2023	749.65
MARCH	31, 2023	763.66
APRIL	30, 2023	777.68
MAY	31, 2023	791.69
JUNE	30, 2023	805.70
JULY	31, 2023	959.00

PENALTY & INTEREST WILL BE IMPOSED AT THE FOLLOWING STATUTORY RATES,

FEB 7%	MAR 9%	APR 11%	MAY 13%	JUNE 15%	JULY 12%
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IN ADDITION, APPLICABLE COLLECTION FEES AND OR CHARGES WILL BE IMPOSED, IF 2022 TAXES ARE NOT PAID IN FULL BY JANUARY 31st 2023.

The information & online payments are available at
www.usdtx.com

A 3% FEE is applied to online payments of \$100 or less than \$100.00

KEEP THIS COPY FOR YOUR RECORDS

CANCELLED CHECK WILL SERVE AS YOUR RECEIPT

2/8/23, 12:02 PM

Yahoo Mail - Government Payments - EZNETPAY

Government Payments - EZNETPAY

From: payment@eznetpay.net

To: laredomechanical@yahoo.com

Date: Wednesday, February 8, 2023 at 12:01 PM CST

Webb County Tax Office

PAYMENT RECEIPT

Transaction Details

Payment To	Webb County Tax Office
Payment For	Property Taxes
Account Number	80112011117
Name	Juan Gonzalez
Payment Date	02/08/2023
Payment Time	12:01:27 PM, CST
Payment Type	Payment Card
	MasterCard - xxxxx800
Reference Number	9270096129
Transaction ID:	2mdeskge
Payment Amount	\$496.96
Service Fee	\$14.90
Total Amount	\$511.86

PLEASE NOTE:

The payment amount charged on your statement will be notated by the words: "Government Payments"

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at 956-682-3466 during our business hours of 8:00 AM to 5:00 PM CST Monday through Friday.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-14-2010 BY 60322 UCBAW/STP

Payment Receipt from City of Laredo

From: System Admin (click2gov@ci.laredo.tx.us)

To: laredomechanical@yahoo.com

Date: Wednesday, February 8, 2023 at 11:53 AM CST

Payment Receipt from City of Laredo

Account Number:	000643288
Receipt Number:	LARE43619153019, LARE96638919427
Payment Amount:	\$430.43
Payment Date:	02/08/2023 12:53 PM
Payment Account:	*****8800

Charge Details

Description	Amount
000643288	\$417.89
Total	\$417.89

Additional Fees

Description	Amount
Service Fee - WEB Service Fee	\$12.54
Total	\$12.54