



FY24-102

Aguaworks Pipe & Supply, LLC

Aguaworks Pipe & Supply, LLC

Supplier Response

Event Information

Number: FY24-102
Title: FY24-102 Mega Lugs, Full Circle Clamps, & Meter Boxes
Type: Invitation For Bid
Issue Date: 8/13/2024
Deadline: 9/4/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

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

Aguaworks Pipe & Supply, LLC Information

Contact: Thomas H Bennett, Jr.
Address: 2907 N. Central Avenue
Brownsville, TX 78526
Phone: (956) 831-2500
Fax: (956) 831-2525
Email: thomas.bennett@aguaworkspipe.com
Web Address: www.aguaworkspipe.com

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

Ernie Ortega

Signature

Submitted at 9/4/2024 03:27:05 PM (CT)

ernie.ortega@aguaworkspipe.com

Email

Supplier Note

Restrainers are Romac "Romagrip" 316 B&N Full Circle clamps are Romac Models CL1,CL2 and CL3

Bid Attributes

1 Award By Section	This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes
2 Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3 State how long under has the business been in its present business name	16 years
4 If applicable, list all other names under which the Business identified above operated in the last five years	n/a
5 State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	<p>Questions Part 1</p> <p>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?</p> <p><input type="text" value="no"/></p>
7	<p>Questions Part 2</p> <p>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?</p> <p><input type="text" value="no"/></p>
8	<p>State if the Company is a certified minority business enterprise</p> <p><input type="text" value="This company is not a certified minority business"/></p>
9	<p>Conflict of Interest Disclosure</p> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>
10	<p>Conflict of Interest Questionnaire Form CIQ</p> <p>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.</p>
11	<p>Conflict of Interest Questionnaire</p> <p>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?</p> <p><input type="text" value="Yes"/></p>

1 2	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 4	This is a <input type="text" value="New Submission"/>
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Ernie Ortega"/>
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-102 Mega Lugs, Full Circle Clamps & Meter Boxes"/>
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Aguaworks Pipe & Supply, LLC"/>
1 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
1 9	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. <input type="text" value="No response"/>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 1	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. <input type="text" value="No response"/>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 3	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. <input style="width: 100%;" type="text" value="No response"/>
----------------	--

2 4	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 of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input style="width: 100%;" type="text" value="Not Applicable"/>
----------------	---

2 5	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. <input style="width: 100%;" type="text" value="No response"/>
----------------	--

2 6	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 7	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? <input style="width: 100%;" type="text" value="I am not aware of any conflict of interest"/>
----------------	---

2 8	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest is question 8, please list them in this section. <input style="width: 100%;" type="text" value="No response"/>
----------------	--

2 9	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
----------------	--

3 0	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 1	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 2	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Ernie Ortega outside sales Aguaworks Pipe & Supply, LLC 09/04/2024</p>
3 3	<p>Question 12. Oath</p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 4	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 5	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 7	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

3
8 **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

3
9 **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 Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

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

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

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

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

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

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

10.0 AWARD OF CONTRACT

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

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 authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign 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 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

be deemed to be made from that date.

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

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

13.0 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

4 Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a 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 mininum requirements

4 **Disqualification & Debarment Certification**

1

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

4 Contract Requirements

2 1.1 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

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

4 **Ordinance 2018-O-175**
4 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 -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel

Quantity: 1 UOM: PKG Total: \$150,347.25

Item Notes: Please submit "0" for unit price

Package Items

1.1 6" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$155.38 Total: \$7,769.00

Supplier Notes: Romac Romagrip with 316 S.S. B&N

1.2 8" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$179.68 Total: \$8,984.00

Supplier Notes: All Retainers are from Romac and with 316 S.S. B&N

1.3 12" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$285.37 Total: \$14,268.50

1.4 16" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$463.73 Total: \$23,186.50

1.5 6" M.J. Retainer joint for C900-16 PVC pipe w/ access

Quantity: 100 UOM: Each Price: \$164.43 Total: \$16,443.00

1.6 8" M.J. Retainer joint for C900-16 PVC pipe w/ access

Quantity: 100 UOM: Each Price: \$195.47 Total: \$19,547.00

1.7 12" Retainer for C900-16 w/ access

Quantity: 50 UOM: Each Price: \$299.55 Total: \$14,977.50

1.8 16" Retainer for C900-16 w/ access

Quantity: 50 UOM: Each Price: \$529.78 Total: \$26,489.00

1.9 8" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: Total:

Supplier Notes:

1.10 12" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: Total:

Supplier Notes:

2 Package Header

Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

2.1 Polymer Plastic Meter Box 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3

Quantity: 1000 UOM: Each Price: Total:

2.2 Large Plastic Meter Box with Blue Cover 19"x25"x12" w/ 2 AMR holes DFW1600.12.3T2

Quantity: 150 UOM: Each Price: Total:

2.3 Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID

Quantity: 800 UOM: Each Price: Total:

2.4 Large Polymer Plastic Meter Box 13"x24"x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3

Quantity: 500 UOM: Each Price: Total:

2.5 Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID

Quantity: 50 UOM: Each Price: Total:

2.6 1" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: Total:

Supplier Notes:

2.7 2 1/4" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: Total:

Supplier Notes:

2.8 18 "x 24" adj. Valve box #461-s with lid

Quantity: 300 UOM: Each Price: Total:

2.9 24"x 36" adj. Valve box #562-s with lid

Quantity: 300 UOM: Each Price: Total:

2.10 Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3

Quantity: 3000 UOM: Each Price: Total:

2.11 Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID	Quantity: <u>150</u> UOM: <u>Each</u>	Price: <input type="text" value="\$39.80"/>	Total: <input type="text" value="\$5,970.00"/>
2.12 Large Plastic Meter Box Only 19x25x12 DFW1600.12.Body	Quantity: <u>150</u> UOM: <u>Each</u>	Price: <input type="text" value="\$22.53"/>	Total: <input type="text" value="\$3,379.50"/>
2.13 Polymer Plastic Meter box 11"x17"x10" only no lid DFW1017-10-BODY	Quantity: <u>300</u> UOM: <u>Each</u>	Price: <input type="text" value="\$43.81"/>	Total: <input type="text" value="\$13,143.00"/>
2.14 Polymer Plastic box for air release valves DFW38CNP-J26-AF1MS ARV	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$283.36"/>	Total: <input type="text" value="\$14,168.00"/>

3 Package Header

Section III Full Circle Repair Clamps
 Quantity: 1 UOM: PKG Total:
 Item Notes: Please submit "0" for unit price

Package Items

3.1 #226 Full Circle Clamp 6" X 10"	Quantity: <u>120</u> UOM: <u>Each</u>	Price: <input type="text" value="\$120.16"/>	Total: <input type="text" value="\$14,419.20"/>
Supplier Notes: <input type="text" value="All the full circle clamp are the Romac Brand Model CL1, CL2, and CL3"/>			
3.2 #227 Full Circle Clamp 6" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$150.11"/>	Total: <input type="text" value="\$1,501.10"/>
3.3 #226 Full Circle Clamp 6" X 12-1/2"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$141.71"/>	Total: <input type="text" value="\$7,085.50"/>
3.4 #227 Full Circle Clamp 6" X 12-1/2"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$181.66"/>	Total: <input type="text" value="\$9,083.00"/>
3.5 Clamp 6" X 12-1/2" X 1cc	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$170.72"/>	Total: <input type="text" value="\$853.60"/>
3.6 #226 Full Circle Clamp 6" X 15"	Quantity: <u>40</u> UOM: <u>Each</u>	Price: <input type="text" value="\$168.73"/>	Total: <input type="text" value="\$6,749.20"/>
3.7 #227 Full Circle Clamp 6" X 15"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$233.53"/>	Total: <input type="text" value="\$1,167.65"/>

3.8	Clamp 6" X 15" X 1cc	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$267.59"/>	Total: <input type="text" value="\$1,337.95"/>
3.9	#226 Full Circle Clamp 6" X 20"	Quantity: <u>75</u> UOM: <u>Each</u>	Price: <input type="text" value="\$238.60"/>	Total: <input type="text" value="\$17,895.00"/>
3.10	#227 Full Circle Clamp 6" X 20"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$311.37"/>	Total: <input type="text" value="\$1,556.85"/>
3.11	#226 Full Circle Clamp 6" X 30"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$347.63"/>	Total: <input type="text" value="\$8,690.75"/>
3.12	#227 Full Circle Clamp 6" X 30"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$465.65"/>	Total: <input type="text" value="\$2,328.25"/>
3.13	#226 Full Circle Clamps 6" X 7-1/2"	Quantity: <u>125</u> UOM: <u>Each</u>	Price: <input type="text" value="\$88.61"/>	Total: <input type="text" value="\$11,076.25"/>
3.14	#227 Full Circle Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$116.76"/>	Total: <input type="text" value="\$1,167.60"/>
3.15	AC Pipe Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$85.45"/>	Total: <input type="text" value="\$854.50"/>
3.16	Clamp 6" X 7-1/2" X 1cc	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$119.51"/>	Total: <input type="text" value="\$1,195.10"/>
3.17	#226 Full Circle Clamp 8" X 10"	Quantity: <u>75</u> UOM: <u>Each</u>	Price: <input type="text" value="\$137.66"/>	Total: <input type="text" value="\$10,324.50"/>
3.18	#227 Full Circle Clamp 8" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$166.81"/>	Total: <input type="text" value="\$1,668.10"/>
3.19	#226 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$166.59"/>	Total: <input type="text" value="\$4,997.70"/>
3.20	#227 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$194.62"/>	Total: <input type="text" value="\$1,946.20"/>

3.21	Clamp 8" X 12-1/2" X 1cc	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$222.64"/>	Total: <input type="text" value="\$1,113.20"/>
3.22	#226 Full Circle Clamp 8" X 15"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$202.16"/>	Total: <input type="text" value="\$6,064.80"/>
3.23	#227 Full Circle Clamp 8" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$265.51"/>	Total: <input type="text" value="\$2,655.10"/>
3.24	Clamps 8" X 15" X 1cc	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$237.48"/>	Total: <input type="text" value="\$11,874.00"/>
3.25	#226 Full Circle Clamp 8" X 20"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$274.95"/>	Total: <input type="text" value="\$8,248.50"/>
3.26	#227 Full Circle Clamp 8" X 20"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$344.71"/>	Total: <input type="text" value="\$3,447.10"/>
3.27	#226 Full Circle Clamp 8" X 30"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$386.99"/>	Total: <input type="text" value="\$19,349.50"/>
3.28	#226 Full Circle Clamp 8" X 7-1/2"	Quantity: <u>40</u> UOM: <u>Each</u>	Price: <input type="text" value="\$104.01"/>	Total: <input type="text" value="\$4,160.40"/>
3.29	#227 Full Circle Clamp 8" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$132.05"/>	Total: <input type="text" value="\$1,320.50"/>
3.30	#226 Full Circle Clamp 12" X 7-1/2"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$154.21"/>	Total: <input type="text" value="\$3,855.25"/>
3.31	#226 Full Circle Clamp 12" X 10"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$197.82"/>	Total: <input type="text" value="\$2,967.30"/>
3.32	#226 Full Circle Clamp 12" X 15"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$302.93"/>	Total: <input type="text" value="\$6,058.60"/>
3.33	#226 Full Circle Clamp 12" X 20"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$400.10"/>	Total: <input type="text" value="\$8,002.00"/>

3.34 #226 Full Circle Clamp 12" X 30"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$594.84"/>	Total: <input type="text" value="\$2,974.20"/>
3.35 #228 Full Circle Clamp 14" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$596.32"/>	Total: <input type="text" value="\$5,963.20"/>
3.36 #228 Full Circle Clamp 14" X 20"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$806.21"/>	Total: <input type="text" value="\$4,031.05"/>
3.37 #228 Full Circle Clamp 16" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$464.83"/>	Total: <input type="text" value="\$4,648.30"/>
3.38 #228 Full Circle Clamp 16" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$568.10"/>	Total: <input type="text" value="\$5,681.00"/>
3.39 #228 Full Circle Clamp 16" X 20"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$769.24"/>	Total: <input type="text" value="\$11,538.60"/>
3.40 #228 Full Circle Clamp 16" X 30"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,270.18"/>	Total: <input type="text" value="\$12,701.80"/>
3.41 #228 Full Circle Clamp 20" X 30"	Quantity: <u>2</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,457.18"/>	Total: <input type="text" value="\$2,914.36"/>
3.42 Redi Clamp 1" X 3"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$13.83"/>	Total: <input type="text" value="\$345.75"/>
3.43 Redi Clamp 1-1/2" X 3"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$14.74"/>	Total: <input type="text" value="\$147.40"/>
3.44 Full Circle Clamp 2" X 12-1/2"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$96.19"/>	Total: <input type="text" value="\$4,809.50"/>
3.45 Full Circle Clamp 2" X 7-1/2"	Quantity: <u>100</u> UOM: <u>Each</u>	Price: <input type="text" value="\$57.29"/>	Total: <input type="text" value="\$5,729.00"/>
3.46 Full Circle - Collar Leak Clamp 2" X 7-1/2"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$93.53"/>	Total: <input type="text" value="\$1,870.60"/>

3.47 Redi Clamp
2"X3"

Quantity: 40 UOM: Each Price: Total:

3.48 Full Circle Clamp
3" X 7-1/2"

Quantity: 15 UOM: Each Price: Total:

3.49 Full Circle Clamp
4" X 7-1/2"

Quantity: 15 UOM: Each Price: Total:

3.50 6- Romac Alpha Restraint
6.90-7.10 x 6.60-7.00 x
12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

3.51 8-Alpha Restraint
6.90-7.10 x 6.60-7.00 x
12 SSFE Epoxy 316 SS
6.90-7.10 x 6.60-7.00 x
12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

Response Total: \$1,008,293.46



FY24-102
Core and Main
Supplier Response

Event Information

Number: FY24-102
Title: FY24-102 Mega Lugs, Full Circle Clamps, & Meter Boxes
Type: Invitation For Bid
Issue Date: 8/13/2024
Deadline: 9/4/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

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

Core and Main Information

Contact: Kevin Clagett
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Kevin.Clagett@coreandmain.com
Web Address: www.coreandmain.com

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

Brandon T Smith
Signature

Brandon.Smith3@coreandmain.com
Email

Submitted at 9/4/2024 02:39:09 PM (CT)

Response Attachments

Laredo Qualification 09-04-24.pdf

Bid Qualification

Bid Attributes

1 Award By Section	This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes
2 Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3 State how long under has the business been in its present business name	7 years
4 If applicable, list all other names under which the Business identified above operated in the last five years	n/a
5 State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6	<p>Questions Part 1</p> <p>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?</p> <p><input type="text" value="n/a"/></p>
7	<p>Questions Part 2</p> <p>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?</p> <p><input type="text" value="n/a"/></p>
8	<p>State if the Company is a certified minority business enterprise</p> <p><input type="text" value="This company is not a certified minority business"/></p>
9	<p>Conflict of Interest Disclosure</p> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. 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 Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>
10	<p>Conflict of Interest Questionnaire Form CIQ</p> <p>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.</p>
11	<p>Conflict of Interest Questionnaire</p> <p>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?</p> <p><input type="text" value="Yes"/></p>

1 2	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 4	This is a <input type="text" value="New Submission"/>
1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Brandon T Smith"/>
1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-102 (FY24-102 Mega Lugs, Full Circle Clamps, & Meter Boxes)"/>
1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Kevin Clagett Brandon Smith"/>
1 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
1 9	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. <input type="text" value="No response"/>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 1	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. <input type="text" value="No response"/>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 3	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <p><input type="text" value="No response"/></p>
2 4	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p><input type="text" value="Not Applicable"/></p>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="No response"/></p>
2 6	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 7	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p><input type="text" value="I am not aware of any conflict of interest"/></p>
2 8	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <p><input type="text" value="No response"/></p>
2 9	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>

3 0	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 1	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 2	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Brandon Smith Operations Manager 09/04/2024</p>
3 3	<p>Question 12. Oath</p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 4	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 5	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 7	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

3
8 **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

3
9 **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 Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@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. **This contract will be awarded to one primary and one secondary vendor for each section.**

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 assign 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 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

be deemed to be made from that date.

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

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

13.0 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

4 Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a 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 mininum requirements

4 **Disqualification & Debarment Certification**

1

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

4 Contract Requirements

2 1.1 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

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

4 **Ordinance 2018-O-175**
4 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 -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel
 Quantity: 1 UOM: PKG Total: \$146,318.00
 Item Notes: Please submit "0" for unit price

Package Items

1.1 6" M.J. Retainer gland w/access.	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$152.56</u>	Total: <u>\$7,628.00</u>
1.2 8" M.J. Retainer gland w/access.	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$176.42</u>	Total: <u>\$8,821.00</u>
1.3 12" M.J. Retainer gland w/access.	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$280.19</u>	Total: <u>\$14,009.50</u>
1.4 16" M.J. Retainer gland w/access.	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$455.31</u>	Total: <u>\$22,765.50</u>
1.5 6" M.J. Retainer joint for C900-16 PVC pipe w/ access	Quantity: <u>100</u> UOM: <u>Each</u>	Price: <u>\$161.45</u>	Total: <u>\$16,145.00</u>
1.6 8" M.J. Retainer joint for C900-16 PVC pipe w/ access	Quantity: <u>100</u> UOM: <u>Each</u>	Price: <u>\$188.83</u>	Total: <u>\$18,883.00</u>
1.7 12" Retainer for C900-16 w/ access	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$294.12</u>	Total: <u>\$14,706.00</u>
1.8 16" Retainer for C900-16 w/ access	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <u>\$520.16</u>	Total: <u>\$26,008.00</u>
1.9 8" Bell Restraint Harness for C900-16 PVC	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <u>\$238.20</u>	Total: <u>\$5,955.00</u>

1.10 12" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: Total:

2 Package Header

Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

2.1 Polymer Plastic Meter Box 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3

Quantity: 1000 UOM: Each Price: Total:

2.2 Large Plastic Meter Box with Blue Cover 19"x25"x12" w/ 2 AMR holes DFW1600.12.3T2

Quantity: 150 UOM: Each Price: Total:

2.3 Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID

Quantity: 800 UOM: Each Price: Total:

2.4 Large Polymer Plastic Meter Box 13"x24"x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3

Quantity: 500 UOM: Each Price: Total:

2.5 Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID

Quantity: 50 UOM: Each Price: Total:

2.6 1" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: Total:

2.7 2 1/4" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: Total:

2.8 18 "x 24" adj. Valve box #461-s with lid

Quantity: 300 UOM: Each Price: Total:

2.9 24"x 36" adj. Valve box #562-s with lid

Quantity: 300 UOM: Each Price: Total:

2.10 Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3

Quantity: 3000 UOM: Each Price: Total:

2.11 Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID

Quantity: 150 UOM: Each Price: Total:

2.12 Large Plastic Meter Box Only 19x25x12 DFW1600.12.Body

Quantity: 150 UOM: Each Price: Total:

2.13 Polymer Plastic Meter box 11"x17"x10" only no lid DFW1017-10-BODY

Quantity: 300 UOM: Each Price: Total:

2.14 Polymer Plastic box for air release valves
DFW38CNP-J26-AF1MS ARV

Quantity: 50 UOM: Each Price: Total:

3 Package Header

Section III Full Circle Repair Clamps

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

3.1 #226 Full Circle Clamp
6" X 10"

Quantity: 120 UOM: Each Price: Total:

3.2 #227 Full Circle Clamp
6" X 10"

Quantity: 10 UOM: Each Price: Total:

3.3 #226 Full Circle Clamp
6" X 12-1/2"

Quantity: 50 UOM: Each Price: Total:

3.4 #227 Full Circle Clamp
6" X 12-1/2"

Quantity: 50 UOM: Each Price: Total:

3.5 Clamp
6" X 12-1/2" X 1cc

Quantity: 5 UOM: Each Price: Total:

3.6 #226 Full Circle Clamp
6" X 15"

Quantity: 40 UOM: Each Price: Total:

3.7 #227 Full Circle Clamp
6" X 15"

Quantity: 5 UOM: Each Price: Total:

3.8 Clamp
6" X 15" X 1cc

Quantity: 5 UOM: Each Price: Total:

3.9 #226 Full Circle Clamp
6" X 20"

Quantity: 75 UOM: Each Price: Total:

3.10 #227 Full Circle Clamp
6" X 20"

Quantity: 5 UOM: Each Price: Total:

3.11	#226 Full Circle Clamp 6" X 30"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$469.88"/>	Total: <input type="text" value="\$11,747.00"/>
3.12	#227 Full Circle Clamp 6" X 30"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$707.36"/>	Total: <input type="text" value="\$3,536.80"/>
3.13	#226 Full Circle Clamps 6" X 7-1/2"	Quantity: <u>125</u> UOM: <u>Each</u>	Price: <input type="text" value="\$120.05"/>	Total: <input type="text" value="\$15,006.25"/>
3.14	#227 Full Circle Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$179.68"/>	Total: <input type="text" value="\$1,796.80"/>
3.15	AC Pipe Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$123.94"/>	Total: <input type="text" value="\$1,239.40"/>
3.16	Clamp 6" X 7-1/2" X 1cc	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$159.06"/>	Total: <input type="text" value="\$1,590.60"/>
3.17	#226 Full Circle Clamp 8" X 10"	Quantity: <u>75</u> UOM: <u>Each</u>	Price: <input type="text" value="\$186.36"/>	Total: <input type="text" value="\$13,977.00"/>
3.18	#227 Full Circle Clamp 8" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$258.57"/>	Total: <input type="text" value="\$2,585.70"/>
3.19	#226 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$225.57"/>	Total: <input type="text" value="\$6,767.10"/>
3.20	#227 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$306.24"/>	Total: <input type="text" value="\$3,062.40"/>
3.21	Clamp 8" X 12-1/2" X 1cc	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$262.95"/>	Total: <input type="text" value="\$1,314.75"/>
3.22	#226 Full Circle Clamp 8" X 15"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$271.20"/>	Total: <input type="text" value="\$8,136.00"/>
3.23	#227 Full Circle Clamp 8" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$403.57"/>	Total: <input type="text" value="\$4,035.70"/>

3.24	Clamps 8" X 15" X 1cc	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$310.07"/>	Total: <input type="text" value="\$15,503.50"/>
3.25	#226 Full Circle Clamp 8" X 20"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$373.06"/>	Total: <input type="text" value="\$11,191.80"/>
3.26	#227 Full Circle Clamp 8" X 20"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$508.52"/>	Total: <input type="text" value="\$5,085.20"/>
3.27	#226 Full Circle Clamp 8" X 30"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$543.61"/>	Total: <input type="text" value="\$27,180.50"/>
3.28	#226 Full Circle Clamp 8" X 7-1/2"	Quantity: <u>40</u> UOM: <u>Each</u>	Price: <input type="text" value="\$140.54"/>	Total: <input type="text" value="\$5,621.60"/>
3.29	#227 Full Circle Clamp 8" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$201.55"/>	Total: <input type="text" value="\$2,015.50"/>
3.30	#226 Full Circle Clamp 12" X 7-1/2"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$183.04"/>	Total: <input type="text" value="\$4,576.00"/>
3.31	#226 Full Circle Clamp 12" X 10"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$243.20"/>	Total: <input type="text" value="\$3,648.00"/>
3.32	#226 Full Circle Clamp 12" X 15"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$365.14"/>	Total: <input type="text" value="\$7,302.80"/>
3.33	#226 Full Circle Clamp 12" X 20"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$486.43"/>	Total: <input type="text" value="\$9,728.60"/>
3.34	#226 Full Circle Clamp 12" X 30"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$710.00"/>	Total: <input type="text" value="\$3,550.00"/>
3.35	#228 Full Circle Clamp 14" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$887.31"/>	Total: <input type="text" value="\$8,873.10"/>
3.36	#228 Full Circle Clamp 14" X 20"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,203.53"/>	Total: <input type="text" value="\$6,017.65"/>

3.37 #228 Full Circle Clamp 16" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$639.72"/>	Total: <input type="text" value="\$6,397.20"/>
3.38 #228 Full Circle Clamp 16" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$929.54"/>	Total: <input type="text" value="\$9,295.40"/>
3.39 #228 Full Circle Clamp 16" X 20"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,255.31"/>	Total: <input type="text" value="\$18,829.65"/>
3.40 #228 Full Circle Clamp 16" X 30"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,873.41"/>	Total: <input type="text" value="\$18,734.10"/>
3.41 #228 Full Circle Clamp 20" X 30"	Quantity: <u>2</u> UOM: <u>Each</u>	Price: <input type="text" value="\$2,038.25"/>	Total: <input type="text" value="\$4,076.50"/>
3.42 Redi Clamp 1" X 3"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$21.52"/>	Total: <input type="text" value="\$538.00"/>
3.43 Redi Clamp 1-1/2" X 3"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$24.37"/>	Total: <input type="text" value="\$243.70"/>
3.44 Full Circle Clamp 2" X 12-1/2"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$123.83"/>	Total: <input type="text" value="\$6,191.50"/>
3.45 Full Circle Clamp 2" X 7-1/2"	Quantity: <u>100</u> UOM: <u>Each</u>	Price: <input type="text" value="\$75.82"/>	Total: <input type="text" value="\$7,582.00"/>
3.46 Full Circle - Collar Leak Clamp 2" X 7-1/2"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$102.99"/>	Total: <input type="text" value="\$2,059.80"/>
3.47 Redi Clamp 2" X 3"	Quantity: <u>40</u> UOM: <u>Each</u>	Price: <input type="text" value="\$24.63"/>	Total: <input type="text" value="\$985.20"/>
3.48 Full Circle Clamp 3" X 7-1/2"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$90.34"/>	Total: <input type="text" value="\$1,355.10"/>
3.49 Full Circle Clamp 4" X 7-1/2"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$97.52"/>	Total: <input type="text" value="\$1,462.80"/>

3.50 6- Romac Alpha Restraint

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

3.51 8-Alpha Restraint

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

Response Total: \$1,083,899.85

**Qualifications to Bid of Core & Main LP
Submitted to the City of Laredo
Invitation for Bids
Mega Lugs, Full Circle Clamps & Meter Boxes-- Utilities Department; FY 24-102**

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Laredo (the "City") to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

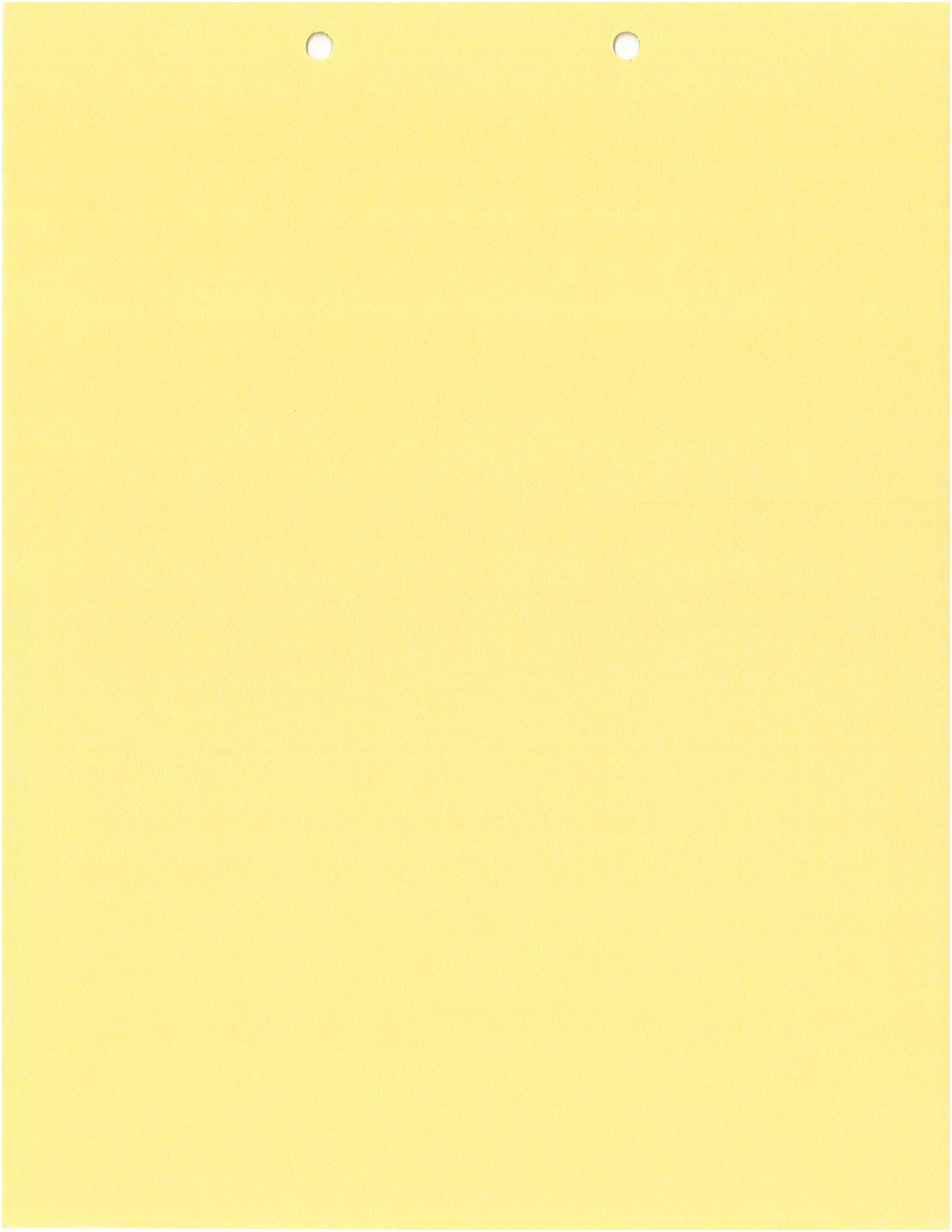
1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.
2. All materials are subject to pricing at the time of shipment. Prices submitted with the bid of Core & Main LP reflect prices at the time of bid submission, are subject to change at any time and are not firm. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.
3. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by the City hereunder. The City acknowledges that Core & Main is a distributor of materials only, and therefore offers no additional warranties. CORE & MAIN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.
4. Core & Main reserves the right to negotiate contract terms and conditions mutually agreeable to both parties. If the parties are unable to reach an agreement on contract terms, the parties will have the right to discontinue negotiations for the project. In that event, neither party will have any further obligation or liability to the other arising out of this solicitation or the Bid response, Core & Main will not be in default of any obligations under the bid or contract documents and Core & Main will not forfeit its bid security.

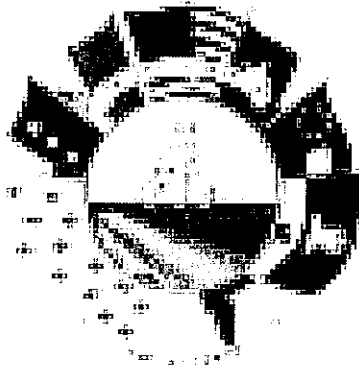
Dated this 15th day of August, 2024.

CORE & MAIN LP

Bruce T. Smith

The Qualification to Bid of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein. (BTS) 09/04/24





Laredo

TEXAS

FY24-102

FERGUSON WATERWORKS

Supplier Response

Event Information

Number: FY24-102
Title: FY24-102 Mega Lugs, Full Circle Clamps, & Meter Boxes
Type: Invitation For Bid
Issue Date: 8/13/2024
Deadline: 9/4/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

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

FERGUSON WATERWORKS Information

Contact: Jorge Valladares
Address: 1900 W. EXPRESSWAY 83
MISSION, TX 78572
Phone: (956) 584-8199
Email: jorge.valladares@ferguson.com

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

Brian Hill

Signature

Submitted at 9/4/2024 10:35:12 AM (CT)

brian.hill2@ferguson.com

Email

Response Attachments

FY24-102 Mega Lugs Clamps Meter Boxes.pdf

SIGNED DOCS

Bid Attributes

1 Award By Section	This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes
2 Questionnaire Description	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3 State how long under has the business been in its present business name	25 years
4 If applicable, list all other names under which the Business identified above operated in the last five years	N/A
5 State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or 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

7 Questions Part 2

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

No

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

10 Conflict of Interest Questionnaire Form CIQ

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

11 Conflict of Interest Questionnaire

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

1 2	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
--------	---

1 3	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
--------	--

1 4	This is a <input type="text" value="New Submission"/>
--------	---

1 5	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Brian J. Hill"/>
--------	--

1 6	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-102 (FY24-102 Mega Lugs, Full Circle Clamps, & Meter Boxes)"/>
--------	---

1 7	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Ferguson Waterworks"/>
--------	---

1 8	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
--------	--

1 9	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. <input type="text" value="No response"/>
--------	---

2 0	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
--------	---

2 1	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. <input type="text" value="No response"/>
--------	---

2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
--------	--

2 3	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. <input type="text" value="No response"/>
----------------------	---

2 4	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/>
----------------------	--

2 5	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. <input type="text" value="No response"/>
----------------------	---

2 6	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 7	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? <input type="text" value="I am not aware of any conflict of interest"/>
----------------------	--

2 8	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. <input type="text" value="No response"/>
----------------------	---

2 9	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
----------------------	--

3 0	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
3 1	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
3 2	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <p>Brian Hill Sales Operations Manager Ferguson Waterworks 8/14/2024</p>
3 3	<p>Question 12. Oath</p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
3 4	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 5	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
3 6	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
3 7	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

3
8 **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

3
9 **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 Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@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. **This contract will be awarded to one primary and one secondary vendor for each section.**

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 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

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

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

be deemed to be made from that date.

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

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

13.0 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

4 Insurance Terms and Conditions

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

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

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a 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

4 Disqualification & Debarment Certification

1 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

4
2

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

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

4 **Ordinance 2018-O-175**
4 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 -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 6" M.J. Retainer gland w/access.
 Quantity: 50 UOM: Each Price: Total:

1.2 8" M.J. Retainer gland w/access.
 Quantity: 50 UOM: Each Price: Total:

1.3 12" M.J. Retainer gland w/access.
 Quantity: 50 UOM: Each Price: Total:

1.4 16" M.J. Retainer gland w/access.
 Quantity: 50 UOM: Each Price: Total:

1.5 6" M.J. Retainer joint for C900-16 PVC pipe w/ access
 Quantity: 100 UOM: Each Price: Total:

1.6 8" M.J. Retainer joint for C900-16 PVC pipe w/ access
 Quantity: 100 UOM: Each Price: Total:

1.7 12" Retainer for C900-16 w/ access
 Quantity: 50 UOM: Each Price: Total:

1.8 16" Retainer for C900-16 w/ access
 Quantity: 50 UOM: Each Price: Total:

1.9 8" Bell Restraint Harness for C900-16 PVC
 Quantity: 25 UOM: Each Price: Total:

1.10 12" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: \$660.96 Total: \$16,524.00

2 Package Header

Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Quantity: 1 UOM: PKG Total: \$527,772.50

Item Notes: Please submit "0" for unit price

Package Items

2.1 Polymer Plastic Meter Box 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3

Quantity: 1000 UOM: Each Price: \$68.73 Total: \$68,730.00

2.2 Large Plastic Meter Box with Blue Cover 19"x25"x12" w/ 2 AMR holes DFW1600.12.3T2

Quantity: 150 UOM: Each Price: \$37.48 Total: \$5,622.00

2.3 Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID

Quantity: 800 UOM: Each Price: \$114.46 Total: \$91,568.00

2.4 Large Polymer Plastic Meter Box 13"x24"x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3

Quantity: 500 UOM: Each Price: \$334.22 Total: \$167,110.00

2.5 Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID

Quantity: 50 UOM: Each Price: \$29.00 Total: \$1,450.00

2.6 1" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: \$29.68 Total: \$14,840.00

2.7 2 1/4" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: \$34.44 Total: \$17,220.00

2.8 18 "x 24" adj. Valve box #461-s with lid

Quantity: 300 UOM: Each Price: \$65.62 Total: \$19,686.00

2.9 24"x 36" adj. Valve box #562-s with lid

Quantity: 300 UOM: Each Price: \$86.50 Total: \$25,950.00

2.10 Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3

Quantity: 3000 UOM: Each Price: \$26.20 Total: \$78,600.00

2.11 Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID

Quantity: 150 UOM: Each Price: \$40.65 Total: \$6,097.50

2.12 Large Plastic Meter Box Only 19x25x12 DFW1600.12.Body

Quantity: 150 UOM: Each Price: \$22.95 Total: \$3,442.50

2.13 Polymer Plastic Meter box 11"x17"x10" only no lid DFW1017-10-BODY

Quantity: 300 UOM: Each Price: \$43.42 Total: \$13,026.00

2.14 Polymer Plastic box for air release valves
DFW38CNP-J26-AF1MS ARV

Quantity: 50 UOM: Each Price: Total:

3 Package Header

Section III Full Circle Repair Clamps

Quantity: 1 UOM: PKG Total:

Item Notes: Please submit "0" for unit price

Package Items

3.1 #226 Full Circle Clamp
6" X 10"

Quantity: 120 UOM: Each Price: Total:

3.2 #227 Full Circle Clamp
6" X 10"

Quantity: 10 UOM: Each Price: Total:

3.3 #226 Full Circle Clamp
6" X 12-1/2"

Quantity: 50 UOM: Each Price: Total:

3.4 #227 Full Circle Clamp
6" X 12-1/2"

Quantity: 50 UOM: Each Price: Total:

3.5 Clamp
6" X 12-1/2" X 1cc

Quantity: 5 UOM: Each Price: Total:

3.6 #226 Full Circle Clamp
6" X 15"

Quantity: 40 UOM: Each Price: Total:

3.7 #227 Full Circle Clamp
6" X 15"

Quantity: 5 UOM: Each Price: Total:

3.8 Clamp
6" X 15" X 1cc

Quantity: 5 UOM: Each Price: Total:

3.9 #226 Full Circle Clamp
6" X 20"

Quantity: 75 UOM: Each Price: Total:

3.10 #227 Full Circle Clamp
6" X 20"

Quantity: 5 UOM: Each Price: Total:

3.11 #226 Full Circle Clamp 6" X 30"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$506.52"/>	Total: <input type="text" value="\$12,663.00"/>
3.12 #227 Full Circle Clamp 6" X 30"	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$762.53"/>	Total: <input type="text" value="\$3,812.65"/>
3.13 #226 Full Circle Clamps 6" X 7-1/2"	Quantity: <u>125</u> UOM: <u>Each</u>	Price: <input type="text" value="\$129.40"/>	Total: <input type="text" value="\$16,175.00"/>
3.14 #227 Full Circle Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$193.60"/>	Total: <input type="text" value="\$1,936.00"/>
3.15 AC Pipe Clamp 6" X 7-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$133.10"/>	Total: <input type="text" value="\$1,331.00"/>
3.16 Clamp 6" X 7-1/2" X 1cc	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$171.60"/>	Total: <input type="text" value="\$1,716.00"/>
3.17 #226 Full Circle Clamp 8" X 10"	Quantity: <u>75</u> UOM: <u>Each</u>	Price: <input type="text" value="\$200.89"/>	Total: <input type="text" value="\$15,066.75"/>
3.18 #227 Full Circle Clamp 8" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$278.30"/>	Total: <input type="text" value="\$2,783.00"/>
3.19 #226 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$243.10"/>	Total: <input type="text" value="\$7,293.00"/>
3.20 #227 Full Circle Clamp 8" X 12-1/2"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$330.00"/>	Total: <input type="text" value="\$3,300.00"/>
3.21 Clamp 8" X 12-1/2" X 1cc	Quantity: <u>5</u> UOM: <u>Each</u>	Price: <input type="text" value="\$302.50"/>	Total: <input type="text" value="\$1,512.50"/>
3.22 #226 Full Circle Clamp 8" X 15"	Quantity: <u>30</u> UOM: <u>Each</u>	Price: <input type="text" value="\$291.50"/>	Total: <input type="text" value="\$8,745.00"/>
3.23 #227 Full Circle Clamp 8" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$434.50"/>	Total: <input type="text" value="\$4,345.00"/>

3.24 Clamps

8" X 15" X 1cc

Quantity: 50 UOM: Each Price: Total: **3.25** #226 Full Circle Clamp

8" X 20"

Quantity: 30 UOM: Each Price: Total: **3.26** #227 Full Circle Clamp

8" X 20"

Quantity: 10 UOM: Each Price: Total: **3.27** #226 Full Circle Clamp

8" X 30"

Quantity: 50 UOM: Each Price: Total: **3.28** #226 Full Circle Clamp

8" X 7-1/2"

Quantity: 40 UOM: Each Price: Total: **3.29** #227 Full Circle Clamp

8" X 7-1/2"

Quantity: 10 UOM: Each Price: Total: **3.30** #226 Full Circle Clamp

12" X 7-1/2"

Quantity: 25 UOM: Each Price: Total: **3.31** #226 Full Circle Clamp

12" X 10"

Quantity: 15 UOM: Each Price: Total: **3.32** #226 Full Circle Clamp

12" X 15"

Quantity: 20 UOM: Each Price: Total: **3.33** #226 Full Circle Clamp

12" X 20"

Quantity: 20 UOM: Each Price: Total: **3.34** #226 Full Circle Clamp

12" X 30"

Quantity: 5 UOM: Each Price: Total: **3.35** #228 Full Circle Clamp

14" X 15"

Quantity: 10 UOM: Each Price: Total: **3.36** #228 Full Circle Clamp

14" X 20"

Quantity: 5 UOM: Each Price: Total:

3.37 #228 Full Circle Clamp 16" X 10"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$688.60"/>	Total: <input type="text" value="\$6,886.00"/>
3.38 #228 Full Circle Clamp 16" X 15"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,001.00"/>	Total: <input type="text" value="\$10,010.00"/>
3.39 #228 Full Circle Clamp 16" X 20"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$1,353.00"/>	Total: <input type="text" value="\$20,295.00"/>
3.40 #228 Full Circle Clamp 16" X 30"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$2,018.50"/>	Total: <input type="text" value="\$20,185.00"/>
3.41 #228 Full Circle Clamp 20" X 30"	Quantity: <u>2</u> UOM: <u>Each</u>	Price: <input type="text" value="\$2,196.70"/>	Total: <input type="text" value="\$4,393.40"/>
3.42 Redi Clamp 1" X 3"	Quantity: <u>25</u> UOM: <u>Each</u>	Price: <input type="text" value="\$23.10"/>	Total: <input type="text" value="\$577.50"/>
3.43 Redi Clamp 1-1/2" X 3"	Quantity: <u>10</u> UOM: <u>Each</u>	Price: <input type="text" value="\$26.27"/>	Total: <input type="text" value="\$262.70"/>
3.44 Full Circle Clamp 2" X 12-1/2"	Quantity: <u>50</u> UOM: <u>Each</u>	Price: <input type="text" value="\$133.50"/>	Total: <input type="text" value="\$6,675.00"/>
3.45 Full Circle Clamp 2" X 7-1/2"	Quantity: <u>100</u> UOM: <u>Each</u>	Price: <input type="text" value="\$82.50"/>	Total: <input type="text" value="\$8,250.00"/>
3.46 Full Circle - Collar Leak Clamp 2" X 7-1/2"	Quantity: <u>20</u> UOM: <u>Each</u>	Price: <input type="text" value="\$111.02"/>	Total: <input type="text" value="\$2,220.40"/>
3.47 Redi Clamp 2" X 3"	Quantity: <u>40</u> UOM: <u>Each</u>	Price: <input type="text" value="\$26.54"/>	Total: <input type="text" value="\$1,061.60"/>
3.48 Full Circle Clamp 3" X 7-1/2"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$97.38"/>	Total: <input type="text" value="\$1,460.70"/>
3.49 Full Circle Clamp 4" X 7-1/2"	Quantity: <u>15</u> UOM: <u>Each</u>	Price: <input type="text" value="\$105.12"/>	Total: <input type="text" value="\$1,576.80"/>

3.50 6- Romac Alpha Restraint

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

3.51 8-Alpha Restraint

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: Total:

Response Total: \$1,122,228.25



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

**MEGA LUGS, FULL CIRCLE CLAMPS & METER BOXES
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of mega lugs, full circle clamps, and meter boxes for the Utilities Department.

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

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on September 4, 2024**; and all bids received will be opened and read publicly at **10:00 AM at the Office of the City Secretary on September 5, 2024**.

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

**Bid: Mega Lugs, Full Circle Clamps, & Meter Boxes
FY24-102**

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 Mario I. Maldonado 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.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the purchase of mega lugs, full circle clamps, and meter boxes for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on September 4, 2024**; and all bids received will be opened and **read publicly at 10:00 A.M.** at the Office of the City Secretary on **September 5, 2024**.

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

**Bid: Mega Lugs, Full Circle Clamps, & Meter Boxes
FY24-102**

**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 Mario I. Maldonado 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 13th DAY OF AUGUST, 2024.

For, Mario I. Maldonado 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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

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

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

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

3.0 SUBMISSION OF BIDS

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

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

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

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

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

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

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,
Laredo, TX 78041

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. This contract will be awarded to one primary and one secondary vendor for each section.

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

CITY OF LAREDO
PURCHASING DIVISION

PO. Box 210
Laredo, Texas 78042.

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires 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 (Not Required for this contract).

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

CITY OF LAREDO
PURCHASING DIVISION

accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

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/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 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,

**CITY OF LAREDO
PURCHASING DIVISION**

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.

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
Mega Lugs, Full Circle Clamps, & Meter Boxes

16.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of mega lugs, full circle clamps, & meter boxes for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Fleet Department point of contact: Juan P. Arriaga (956) 721-2010 jarriaga@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by August 9, 2024 before 2:00 P.M.

17.0 General Conditions:

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

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

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

17.4 The bidder shall quote prices F.O.B. delivered, City of Laredo - Water Distribution Division, Laredo, Texas.

17.5 ****All products must be domestic made only****.

18.0 Payment and Invoicing

18.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

18.2 Bidders' facilities and equipment may be a determining factor in making the bid award. Bidder's facilities and equipment may be subject to inspection by the City of Laredo.

18.3 Materials bid must be new and unused.

18.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

18.5 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Utilities Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

CITY OF LAREDO
PURCHASING DIVISION

19.0 Mechanical Retainer Glands

Mechanical joint retainer glands shall be cast from ductile iron no less than grade 70-50-5 and shall comply with all applicable provisions of AWWA/ANSI C110/A21.10 and C111/A21.11. Set screws shall be 5/8" – 11 NC thread, with square head and knurled cup-point made of 4140 steel and shall be hardened to Rockwell "C" scale 45-47.

20.0 Pipe Joint Restraint Systems

This specification covers pipe joint restraint systems to be used on domestic water mains for PVC C900-16 pipe sizes 4-inch through 60- inch diameter and for Ductile Iron pipe sizes from 4-inch through 24-inch diameter. Joint restraint systems are classified as "mechanical joint" or non- metallic restrained joint "for the specific type of pipe joint to be restrained.

20.1 General Requirements

20.1.1 Underwriter Laboratories (U.L) and Factory Mutual (FM) certifications are required on all restraint systems.

20.1.2 Unless otherwise noted, restraint systems to be used on PVC C-900-16 pipe shall meet or exceed A.S.T.M. Standard F1674-96, "Standard Test Methods for Joint Restraint Products for Use with PVC Pipe," or the latest revision thereof and shall be made in USA only. Restraint systems used on ductile pipe shall meet or exceed U.L. Standard 194 and shall be made in USA only.

20.1.3 Non-metallic restrained joint pipe and couplings shall be utilized specifically for C-900-16 PVC pipe and fittings in sizes 4"-60".

20.1.4 Each restraint system shall be packaged individually and include installation instructions.

21.0 Restrainer for PVC C-900-16 & Ductile Iron Push-on Type Connections

21.1 Pipe restraints shall be utilized to prevent movement for push-on D.I. or PVC (C900-16) (compression type) bell and spigot pipe connections or where a flexible coupling has been used to join two sections of plain-end pipe D.I. or PVC (C900-16). The restrainer may be adapted to connect a plain end D.I. or PVC pipe to a ductile iron mechanical joint (MJ) bell fitting. The restrainer must not be directionally sensitive.

21.2 The pipe shall be restrained by a split retainer band. The band shall be cast ductile iron, meeting or exceeding ASTM A536-80, Grade 65-45-12. The inside face or contact surface of the band shall be of sufficient width to incorporate cast or machined non-directionally sensitive serration to grip the outside circumference of the pipe. The serration shall provide full (360 degrees) contact and maintain pipe roundness and avoid any localized points of stress.

The split band casting shall be designed to "bottom-out" before clamping bolt forces (110ft-lb minimum torque) can over-stress the pipe, but will provide full non-directionally sensitive restraint at the rated pressures.

21.3 All T-head bolts, nuts and restraining rods shall be 316 Stainless Steel. Nuts coated to prevent galling. Nuts and bolts must be package in plastic to prevent surface rust.

21.4 The split ring type non-directionally sensitive restrainer system shall be capable of a test pressure twice the maximum sustained working pressure listed in section D and be for both D.I. and/or PVC C900-16.

21.5 Restraint systems sizes six through twelve inches shall be capable of use for both ductile iron and/or PVC C900-16.

21.6 The restraint system may consist of two types: the two split retainer rings and for new construction use only the one split and one solid cast backup ring.

CITY OF LAREDO
PURCHASING DIVISION

22.0 Non-metallic restrained joint pipe and couplings for PVC C-900-16 Type Connections

- 22.1 Gasketed restrained coupling connections shall join two sections of factory grooved PVC (C900-16) pipe, NSF 61. The restrainer coupling must not be directionally sensitive.
- 22.2 The coupling shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F-477 and shall be DR-14 Class 305 C-900-16 for 4" -12" pipe, meeting or exceeding the performance requirements of AWWA C-900-16, latest revision; and DR-18 C900-16 for 14"- 30" pipe, meeting or exceeding the performance requirements of AWWA C900-16, latest revision . The inside face or contact surface of the coupling connection shall be of sufficient width to incorporate a factory machined non-directionally sensitive groove in both pipe and coupling to grip the outside circumference of the pipe. The couplings shall provide full (360 degrees) contact and maintain pipe roundness and avoid and localized points of stress. The coupling shall be designed with an internal stop to align the precision-machined grooves in the coupling and pipe prior to installation of a non- metallic thermoplastic restraint spleen, and will provide full non-directionally sensitive restraint at the rated pressures.
- 22.3 High-strength flexible thermoplastic spleens shall be inserted into mating precision -machined grooves in the pipe and coupling to provide full non-directional restraint with evenly distributed loading.
- 22.4 The non- metallic restrained joint pipe and couplings for PVC C-900-16 type non-directionally sensitive restrainer system shall be capable of a test pressure twice the maximum sustained working pressure and be for PVC: C900-16 pipe sizes four (4) through sixty (60) inch.
- 22.5 Non-metallic restrained joint pipe and couplings for PVC C900-16 restrained systems sizes four (4) through sixty (60) inches shall be capable of use for both (DR 18) and for (DR 14) PVC C900-16 pipe.
- 22.6 The non- metallic restrained joint pipe and couplings for PVC C900-16 restraint system shall consist of a pipe and couplings system produced by the same manufacturer meeting the performance qualifications of Factory Mutual (FM) and Underwriters Lab (UL).

23.0 Fitting Restraint for Ductile Iron Pipe (Only)

- 23.1 Radial bolt type restrainer systems shall be limited to ductile iron pipe in conjunction with Mechanical Joint (MJ) bell end pipe or fittings. The system shall utilize a standard MJ gasket with a ductile iron replacement gland conforming to ASTM A 536-80. The gland dimensions shall conform to Standard MJ bolt circle criteria.
- 23.2 Individual wedge restrainers shall be ductile iron heat treated to a minimum hardness of 370 BHN. The wedge screws shall be compressed to the outside wall of the pipe using a shoulder bolt and twist-off nuts to insure proper actuating of the restraining system.
- 23.3 All bolts, nuts and restraining rods shall be 316 Stainless Steel. Nuts coated to prevent galling.
- 23.4 Standard MJ gasket shall be virgin SBR meeting ASTM D-2000 3 BA 715 or 3 BA 515.
- 23.5 Maximum Sustained Working Pressure Requirements:

Nominal Diameter	PVC C900-16	Ductile Iron
4 & 6 inch	305 psi	350 psi
8 inch	305 psi	250 psi
10 & 12 inch	305 psi	200 psi
14 & 16 inch	235 psi	200 psi
20 & 24 inch	235 psi	200 psi

**CITY OF LAREDO
PURCHASING DIVISION**

23.6 Tests

The City of Laredo Utilities Department may, at no cost to the manufacturer, subject random joint restraint system products to testing by an independent laboratory for compliance with these standards. Any visible defect of failure to meet the quality standards herein will be ground for rejecting the entire order.

23.7 Product List

The attached qualified product list identifies specified manufacturers models approved for installation in City of Laredo water distribution systems.

24.0 Recommended Manufacturers and Models: (Subject to Review & Approval by City of Laredo)

24.1 Slip on Joint Restraint Systems:

Manufacturer	Material		
	PVC C900-16	Ductile Iron	D.I. 16" Above
Ford/Uni-Flange (4" - 16")	1390C	1390C	1390C
EBBA Iron Sales, Inc (4" -12")	1500	1700	1700
Romac Industries, Inc. (4" - 8")	Model 611	Model 611	470SJ

24.2 Non-Metallic Restrained Joint Pipe and Couplings for PVC C900-16 RJ Type Connections:

24.2.1 Certain Teed Corporation, Certa-Lok C900-16/RJ 4" – 12" Class 305 (DR-14)

24.2.2 Certa-Lok C900-16/RJ 16" Class 235 (DR-18)

24.3 Fitting Restraint (MJ):

Manufacturer	Material	
	PVC C900-16, DR-14/DR-18	Ductile Iron
EBBA Iron Sales, Inc.	2000 PV (Only C900-16)	Megalug1100
Ford/Uni-Flange	UFR-1500-C 14"- 24"	Series 1400
Star Pipe Products (Domestic)	StarGrip Series 4000 (3"-12")	StarGrip Series 3000 (3"-12")

24.4 Restrained Flange Adapters:

Manufacturer	Material	
	PVC C900-16	Ductile Iron
EBBA Iron Sales, Inc.	2100 Megaflange	2100 Megaflange
Ford/Uni-Flange	900	200, 400, 420

25.0 Measurement & Payment:

There is no pay item for joint restraint systems. The cost of furnishing and installing joint restraints shall be included with and considered fully subsidiary to the unit bid price of the items that they restrain: pipe, valves, fittings, Etc.

CITY OF LAREDO
PURCHASING DIVISION

26.0 Full Circle Repair Clamps

The selected clamp shall be Smith-Blair, Inc., 221, 226, 227, 228 full circle clamps or approved equal.

- 26.1 The full circle repair clamp shall have an 18-8 type 316 stainless steel band. It shall be a minimum of 7.5" in width (5" minimum width for the 221). The lugs shall be made of high strength ductile iron per ASTM A536 and have a fusion bonded Flex Coat TM epoxy coating. The lugs shall be attached to the band by hemming the band and sliding it into the lug slot. The slot shall be cast into the lug base. The lug shall have a friction fit with the band, preventing it from sliding off yet allowing for easy removal and reattachment in case of installing the clamp in restricted spaces.
- 26.2 The gasket shall be made of Nitrile (Buna N) specially compounded to resist water, oil, acids, alkalies, natural gas, most (aliphatic) hydrocarbon fluids, and many other chemicals. The temperature range of the gasket shall be - 20 degrees F thru- + 180 degrees F. The gasket must have a bridge plate that helps the end of the c clamp band to seal across the gap. The bridge plate shall be made of quarter-hard 304 stainless steel. It shall be recessed and bonded into the gasket. The gasket shall have a gridded pattern. The gasket shall be tapered on the ends and overlap for range capability. The bolts shall be 5/8" x 6" high strength low alloy per ANDSI A21.11. At least one 5/8" x 6 7/8" bolt with a taller nut shall be furnished to help facilitate installation of clamps up thru 4.50" O.D. Heavy semi finished nuts meeting ASTM A563 shall be provided with the bolts. Multi-band clamps shall have all closed lugs except for one set of open and closed lugs to allow for easy opening and installation of the clamp. OPTIONAL -Stainless steel type 316 bolts and nuts. The nuts shall be fluropolymer coated to prevent galling.
- 26.3 Meter cover, wall and body to be traffic rated H-20 as per DFW Plastic, DFW 1324 C-1A OR approve equal.
- 26.4 Meter cover, wall and body to be traffic rated H-20 as DFW 1017-1EAF or approve equal with City of Laredo (lettering) and Blue Lids.

27.0 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.

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

CITY OF LAREDO
PURCHASING DIVISION

28.0 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. **This contract will be awarded to one primary and one secondary vendor for each section.** 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.

28.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

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

29.0 Price Adjustment*****

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

CITY OF LAREDO
PURCHASING DIVISION

30.0 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.

31.0 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

32.0 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) Ferguson Waterworks

Signature [Signature] Date _____
of person authorized to sign bid

Print Name Brian Hill
of person authorized to sign bid

Title: Sales Ops manager

Business Address: 1900 W. Expy 83

City, State, Zip Code: mission, TX 78572

Telephone Number: 956-584-8199 Fax Number: _____

Contact Person Email Address: Jason.gunnato@ferguson.com

Federal Tax ID Number: 54-1473338

Bidders Principal/Corporate Place of Business Address: 751 Lakefront Commons Newport News, VA 23606

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

**CITY OF LAREDO
PURCHASING DIVISION**

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

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

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

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

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

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

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

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

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

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

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business:

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

**CITY OF LAREDO
PURCHASING DIVISION**

33.0 Price Schedule

33.1 Section I -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel

Item	Description	QTY.	Unit Price	Ext. Total	Brand Name
1	6" M.J. Retainer gland w/access.	50	\$ 187.82	\$ 9391.00	Star
2	8" M.J. Retainer gland w/access.	50	\$ 214.92	\$ 10746.00	Star
3	12" M.J. Retainer gland w/access.	50	\$ 334.80	\$ 16740.00	Star
4	16" M.J. Retainer gland w/access.	50	\$ 560.52	\$ 28026.00	Star
5	6" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	\$ 197.64	\$ 19764.00	Star
6	8" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	\$ 227.88	\$ 22788.00	Star
7	12" Retainer for C900-16 w/ access	50	\$ 351.00	\$ 17550.00	Star
8	16" Retainer for C900-16 w/ access	50	\$ 632.88	\$ 31644.00	Star
9	8" Bell Restraint Harness for C900-16 PVC	25	\$ 585.36	\$ 14634.00	Star
10	12" Bell Restraint Harness for C900-16 PVC	25	\$ 660.96	\$ 16524.00	Star
Section I Total				\$ 187,807.00	Star

Company Name: Ferguson Waterworks

Owner/President Name: Kevin Murphy

Company Address: 1900 W Expy 83

City, State, Zip Code: MISSION, TX 78572

Company Authorized Representative's Signature: B. Hill

Company Representative's Name: Brian Hill

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

33.2 Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Item	Description	Qty	Unit Price	Ext. Total	Brand name
1	Polymer Plastic MeterBox 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3	1000	\$ 68.73	\$ 68730.00	DFW
2	Large Plastic Meter Box with Blue Cover 19" x25"x12" w/ 2 AMR holes DFW1600.12.3T2	150	\$ 37.48	\$ 5622.00	DFW
3	Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID	800	\$ 114.46	\$ 91568.00	DFW
4	Large Polymer Plastic Meter Box 13" x24" x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3	500	\$ 334.22	\$ 167110.00	DFW
5	Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID	50	\$ 29.00	\$ 1450.00	DFW
6	1" x 5 1/4" valve box riser with lid	500	\$ 29.68	\$ 14840.00	Star
7	2 1/4" x 5 1/4" valve box riser with lid	500	\$ 34.44	\$ 17722.00	Star
8	18" x 24" adj. Valve box #461-s with lid	300	\$ 65.62	\$ 19656.00	TYLER UNION
9	24" x 36" adj. Valve box #562-s with lid	300	\$ 86.50	\$ 25950.00	TYLERUNION
10	Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3	3000	\$ 26.20	\$ 78600.00	DFW
11	Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID	150	\$ 40.65	\$ 6097.50	DFW
12	Large Plastic Meter Box Only 19"x25"x12" DFW1600.12.Body	150	\$ 22.95	\$ 3442.50	DFW
13	Polymer Plastic Meterbox 11"x17"x10" only no lid DFW1017-10-BODY	300	43.42	13026.00	DFW
14	Polymer Plastic box for air release valves DFW38CNP-J26-AF IMS ARV	50	288.61	14430.50	DFW
Section III Total				\$ 528,244.50	

Company Name: Ferguson waterworks

Owner/President Name: Kevin Murphy

Company Address: 1900 W EXA 83

City, State, Zip Code: MISSION, TX 78572

Company Authorized Representative's Signature: B.H.

Company Representative's Name: Brian Hill

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

33.4 Section III Full Circle Repair Clamps

Item	Description	Size	Qty	Unit Price	Ext. Total	Brand Name
1	#226 Full Circle Clamp	6" X 10"	120	\$ 176.24	\$ 21148.80	SMITH-BLAIR
2	#227 Full Circle Clamp	6" X 10"	10	\$ 255.31	\$ 2553.10	SMITH-BLAIR
3	#226 Full Circle Clamp	6" X 12-1/2"	50	\$ 207.90	\$ 10395.00	SMITH-BLAIR
4	#227 Full Circle Clamp	6" X 12-1/2"	50	\$ 305.50	\$ 15275.00	SMITH-BLAIR
5	Clamp	6" X 12-1/2" X 1cc	5	\$ 275.75	\$ 1378.75	SMITH-BLAIR
6	#226 Full Circle Clamp	6" X 15"	40	\$ 241.65	\$ 9666.00	SMITH-BLAIR
7	#227 Full Circle Clamp	6" X 15"	5	\$ 394.82	\$ 1974.10	SMITH-BLAIR
8	Clamp	6" X 15" X 1cc	5	\$ 284.30	\$ 1421.50	SMITH-BLAIR
9	#226 Full Circle Clamp	6" X 20"	75	\$ 350.26	\$ 26269.50	SMITH-BLAIR
10	#227 Full Circle Clamp	6" X 20"	5	\$ 537.90	\$ 2689.50	SMITH-BLAIR
11	#226 Full Circle Clamp	6" X 30"	25	\$ 506.52	\$ 12663.00	SMITH-BLAIR
12	#227 Full Circle Clamp	6" X 30"	5	\$ 762.53	\$ 3812.65	SMITH-BLAIR
13	#226 Full Circle Clamps	6" X 7-1/2"	125	\$ 129.40	\$ 16175.00	SMITH-BLAIR
14	#227 Full Circle Clamp	6" X 7-1/2"	10	\$ 193.60	\$ 1936.00	SMITH-BLAIR
15	AC Pipe Clamp	6" X 7-1/2"	10	\$ 133.10	\$ 1331.00	SMITH-BLAIR
16	Clamp	6" X 7-1/2" X 1cc	10	\$ 171.60	\$ 1716.00	SMITH-BLAIR
17	#226 Full Circle Clamp	8" X 10"	75	\$ 200.89	\$ 15066.75	SMITH-BLAIR
18	#227 Full Circle Clamp	8" X 10"	10	\$ 278.30	\$ 2783.00	SMITH-BLAIR
19	#226 Full Circle Clamp	8" X 12-1/2"	30	\$ 243.10	\$ 7293.00	SMITH-BLAIR
20	#227 Full Circle Clamp	8" X 12-1/2"	10	\$ 330.00	\$ 3300.00	SMITH-BLAIR
21	Clamp	8" X 12-1/2" X 1cc	5	\$ 302.50	\$ 1512.50	SMITH-BLAIR
22	#226 Full Circle Clamp	8" X 15"	30	\$ 291.50	\$ 8745.00	SMITH-BLAIR
23	#227 Full Circle Clamp	8" X 15"	10	\$ 434.50	\$ 4345.00	SMITH-BLAIR
24	Clamps	8" X 15" X 1cc	50	\$ 333.30	\$ 16665.00	SMITH-BLAIR
25	#226 Full Circle Clamp	8" X 20"	30	\$ 401.50	\$ 12045.00	SMITH-BLAIR
26	#227 Full Circle Clamp	8" X 20"	10	\$ 547.80	\$ 5478.00	SMITH-BLAIR
27	#226 Full Circle Clamp	8" X 30"	50	\$ 585.20	\$ 29260.00	SMITH-BLAIR
28	#226 Full Circle Clamp	8" X 7-1/2"	40	\$ 150.70	\$ 6028.00	SMITH-BLAIR
29	#227 Full Circle Clamp	8" X 7-1/2"	10	\$ 216.70	\$ 2167.00	SMITH-BLAIR
30	#226 Full Circle Clamp	12" X 7-1/2"	25	\$ 196.90	\$ 4922.50	SMITH-BLAIR
31	#226 Full Circle Clamp	12" X 10"	15	\$ 261.80	\$ 3927.00	SMITH-BLAIR
32	#226 Full Circle Clamp	12" X 15"	20	\$ 392.70	\$ 7854.00	SMITH-BLAIR
33	#226 Full Circle Clamp	12" X 20"	20	\$ 523.60	\$ 10472.00	SMITH-BLAIR
34	#226 Full Circle Clamp	12" X 30"	5	\$ 764.50	\$ 3822.50	SMITH-BLAIR
35	#228 Full Circle Clamp	14" X 15"	10	\$ 955.90	\$ 9559.00	SMITH-BLAIR
36	#228 Full Circle Clamp	14" X 20"	5	\$ 1296.90	\$ 6484.50	SMITH-BLAIR
37	#228 Full Circle Clamp	16" X 10"	10	\$ 688.60	\$ 6886.00	SMITH-BLAIR
38	#228 Full Circle Clamp	16" X 15"	10	\$ 1001.00	\$ 10010.00	SMITH-BLAIR
39	#228 Full Circle Clamp	16" X 20"	15	\$ 1353.00	\$ 20295.00	SMITH-BLAIR
40	#228 Full Circle Clamp	16" X 30"	10	\$ 2018.50	\$ 20185.00	SMITH-BLAIR
41	#228 Full Circle Clamp	20" X 30"	2	\$ 2196.70	\$ 4392.00	SMITH-BLAIR
42	Redi Clamp	1" X 3"	25	\$ 23.10	\$ 577.50	SMITH-BLAIR
43	Redi Clamp	1-1/2" X 3"	10	\$ 26.27	\$ 262.70	SMITH-BLAIR
44	Full Circle Clamp	2" X 12"-1/2"	50	\$ 133.50	\$ 6675.00	SMITH-BLAIR
45	Full Circle Clamp	2" X 7-1/2"	100	\$ 82.50	\$ 8250.00	SMITH-BLAIR

**CITY OF LAREDO
PURCHASING DIVISION**

46	Full Circle - Collar Leak Clamp	2" X 7-1/2"	20	\$ 111.02	\$ 2220.40	SMITH-BLAIR
47	Redi Clamp	2" X 3"	40	\$ 26.54	\$ 1061.60	SMITH-BLAIR
48	Full Circle Clamp	3" X 7-1/2"	15	\$ 97.38	\$ 1460.70	SMITH-BLAIR
49	Full Circle Clamp	4" X 7-1/2"	15	\$ 105.12	\$ 1576.80	SMITH-BLAIR
50	6- Romac Alpha Restraint	6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316 SS	20	\$ 679.49	\$ 13589.80	ROMAC
51	8-Alpha Restraint	6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316 SS	20	\$ 853.51	\$ 17070.20	ROMAC
Section V Total					406,646.85	
					\$	

Company Name: Ferguson waterworks

Owner/President Name: Kern Murphy

Company Address: 1900 W Expy 83

City, State, Zip Code: Mission, TX 78572

Company Authorized Representative's Signature: 

Company Representative's Name: Brian Hill

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

34.0 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 the 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

Brian Hill

Signature

[Signature]

Date

8-21-24

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.

Ferguson Waterworks

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]
Signature of person doing business with the governmental entity

8-21-24
Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

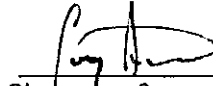
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Corey Irie - General Manager
(a Partner or officer of the firm of, etc.)

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



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

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

CITY OF LAREDO
PURCHASING DIVISION

35.0



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	Brian	M.I.	J	Last	Hill	Suffix	
-------	-------	------	---	------	------	--------	--

*2. Contract Information.

a) Contract or Project name(s): FY24-102

b) Originating Department(s): Purchasing Division

*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
Brian Hill			

*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

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.

Name (Print)

Signature

Title

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

36.0 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

36.1 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.

36.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CITY OF LAREDO
PURCHASING DIVISION

37.0 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 September 4, 2024; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on September 5, 2024.**

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

**Bid: Mega Lugs, Full Circle Clamps, & Meter Boxes
FY24-102**

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

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

**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.

Ferguson Waterworks

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

City of Laredo

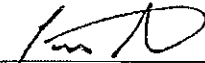
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

FY24-102

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Ferguson Waterworks	Mission, Texas United States		<input checked="" type="checkbox"/>

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

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.

Ferguson Waterworks

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.

Name of Officer

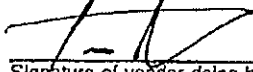
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

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

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

7 
Signature of vendor doing business with the governmental entity

8-19-24
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.