City of Laredo

REGULAR MEETING AGENDA

A-2026-R-08

Monday, May 18, 2026
5:30 PM

City Council Chambers

City Council

****

City of Laredo
Regular City Council Meeting
A-2026-R-08
The City Council will convene on Monday, May 18th 2026 at 5:30 P.M. at City Hall Council Chambers located at 1110 Houston Street, Laredo, Texas and some members may participate via video conference.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE

MOMENT OF SILENCE

ROLL CALL

MINUTES

Approval of Minutes of:

May 04, 2026

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

RECOGNITION

1. Recognizing the United South High School Silver Steppers as they delivered an unforgettable performance at Contest of Champions Nationals in Orlando! Through dedication, passion, and hard work, they proudly represented our school on the national stage, earning National Champion titles in Military, Pom, and Precision Open. **REC26-45**

For the first time in Silver Stepper history, the team advanced to Finals in Precision Open, performed their routine again, and finished 4th overall — a true reflection of their commitment, teamwork, and determination.

2. Recognizing the United South High School Cheer for delivering an outstanding performance at the NCA High School Nationals, earning 1st Place in the Advanced Non-Tumbling Coed Division and securing Back-to-Back National Champion titles! Their hard work, dedication, and team spirit continue to set the standard for **REC26-46**

excellence on the national stage.

3. City of Laredo proudly recognizes Michelle R.Gonzalez for receiving the H-E-B Excellence in Education Awards in the Elementary Principal category.Her dedication, leadership, and commitment to student success continue to make a lasting impact on students, families, and the community.The City of Laredo congratulates Ms.Gonzalez on this outstanding achievement and thanks her for inspiring excellence in education every day. **REC26-47**

4. Recognizing the Laredo Nixon Lady Mustangs Track and Field team for capturing their third consecutive District 30-5A championship during the 2026 season. The Lady Mustangs secured this outstanding achievement on April 9, 2026, continuing their tradition of excellence and athletic success. **REC26-48**

5. The City of Laredo Mayor, Dr. Victor D. Treviño, and Council recognize the Laredo Morning Times for earning the 2026 Texas Managing Editors (TME) award. **REC26-49**

6. The City of Laredo Mayor, Dr. Victor D. Treviño, and Council recognize United High School Student Amiyah Villasenor for her accomplishments and recent commitment to the U.S. Naval Academy. **REC26-50**

7. The City of Laredo Mayor and Council recognize students who recently were inducted into the junior/honor society. **REC26-51**

COMMUNICATIONS

8. Presentation by Mayor Dr. Victor Trevino, providing general comments on city matters, upcoming initiatives, and other relevant updates for the Council and the public. **26-942**

9. Discussion of the upcoming P-Tech Program between the City of Laredo and Laredo Independent School District, which provides students with supervised, hands-on learning experiences aligned with construction, engineering, and skilled trades pathway. **26-986**

10. Update on discussions with Homeland Security regarding riverfront activity and coordination efforts. **26-991**

11. Update on the City's recent discussions with Texas Water Development Board, the City of Nuevo Laredo, and Emergency Action Plan as it relates to water security, preparedness, and proactive measures to safeguard the community's water supply. **26-992**

APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

12. Appointment by Council Member Dr.Tyler King of Rafael Gutierrez to the Ad Hoc State Legislative Advisory Committee. **APPT26 - 43**

13. Appointment(s) by Mayor Dr. Victor D. Trevino to Mayoral Adhoc Rio Grande Riverfront Coordination and Advisory Committee to be announced during the City Council Meeting. **APPT26 - 44**

14. Appointment(s) by Mayor Dr. Victor D. Trevino to the TIRZ 1 Committee to be announced during the City Council Meeting. **APPT26 - 45**

PLANNING & ZONING - PUBLIC HEARING & INTRODUCTORY ORDINANCE

15. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District). **26-651**

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026
District IV

16. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2023-O-011 which authorized a conditional use permit for an amusement redemption machine establishment on Lot 1A, Block 1, Anil Associates, Limited Liability Company, Phase 1, located at 9110 McPherson Road, Suite 1 (10,800 square feet) in order to remove the current parties and issue the conditional use permit to the property and to extend the current expiration date of the conditional use permit. **26-656**

The Planning and Zoning Commission recommended approval of the proposed conditional use permit (CUP) amendment to extend the current expiration for an additional 10 years, and recommended denial of the request to remove the currently approved parties associated with the CUP.

Staff supports CUP amendment for the 10-year extension; however, staff does not support the removal of the currently approved parties associated with the CUP.

ZC-028-2026
District VI

17. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 1, Los Corralitos Subdivision, located at 18215 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District). **26-814**

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff supports the application.

ZC-039-2026
District VII

18. Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 59.55 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas Del Sur Road and east of Cuatro Vientos Road, from AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District). **26-815**

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff does not support the application.

ZC-042-2026
District I

19. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 32 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District). **26-879**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-040-2026
District I

20. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 9.53 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Charolais Drive, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District). **26-880**

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-041-2026
District III

21. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.92 acres, as further described by metes and bounds in attached **26-881**

Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-049-2026
District I

22. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 10, Block X6, Southview Replat, Phase II, located at 3502 South Arkansas Avenue, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District). **26-883**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-038-2026
District II

23. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 16.7 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas del Sur Road and east of Cuatro Vientos Road, AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District). **26-884**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-043-2026
District I

24. Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.07 acres, as further described by metes and bounds in attached Exhibit A, located south of Siller Loop and west of Martinique Drive, AG (Agricultural District) to R-1 (Single Family Residential District). **26-885**

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-044-2026
District VII

PUBLIC HEARING & INTRODUCTORY ORDINANCE

25. Public Hearing and Introductory Ordinance amending Chapter 19 ("Motor Vehicles and Traffic"), Article VIII ("Stopping, Standing or Parking"), Section 19-355(b) ("Parking Violations"), of the Code of Ordinances of the City of Laredo, Texas, by increasing the parking violation fee schedule; providing for severability; providing for publication; and establishing an effective date. **26-695**

26. Public Hearing and Introductory Ordinance amending Chapter 23 - Parks and Recreation Department, of the Code of Ordinances of the City of Laredo to amend Chapter 23-6, Section 2, Fee Schedule for the Buena Vista Sports Complex to allow for 6-week Team Program, complex hosted events and programs and tournament registration and gate fees, weekday per pod/complex fees, weekend discount package, weekday grouping of 2-hour field rentals and add-on fees for custom fence distance, tables and chairs set up, tent and canopy set up and tournament check-in sessions, providing for publication and an effective date, and providing for severability. **26-790**

27. Public Hearing and Introductory Ordinance amending the City of Laredo Municipal Housing Fund FY2025-2026 annual budget by increasing revenues and expenditures in the amount of $50,000.00, related to the AEP Texas Targeted Low Income Program administered by Frontier Energy, Inc. The program will provide the replacement of central air conditioning and heating systems in Municipal Housing single-family homes to improve energy efficiency, housing quality and, improve resident quality of life. **26-826**

28. Public Hearing and Introduction of an ordinance amending the City of Laredo Subdivision Ordinance, Chapter III, Section 3.2 Entitled "Streets and Alleys," by adding definitions for block length and block width; providing that this ordinance shall be cumulative; providing for severability clause; and providing for publication and effective date. **26-853**

29. Public Hearing and Introduction of an ordinance concerning a voluntary annexation request by Javier De Anda, on behalf of NDAS Development, LLC, altering and extending the boundary limits of the City of Laredo to annex approximately 23.942-acres, more or less, of land located southeast of Cuatro Vientos Road and Sierra Vista Boulevard; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of B-3 (Community Business District) for the subject tract, as described by metes and bounds in the attached Exhibit "A." **26-825**

The Planning and Zoning Commission recommended approval of the proposed annexation and denial of the originally requested B-4 (Highway Commercial District) zoning, and instead recommended B-3 (Community Business District). The petitioner has since amended the request from B-4 to B-3.

Staff supports the proposed annexation and does not support the originally requested B-4 (Highway Commercial District) zoning. Staff supports the amended request for a B-3 (Community Business District) initial zoning designation.

AN-001-2026
District 1 - Cm. Gilbert Gonzalez

30. Public Hearing and Introduction of an ordinance concerning a voluntary annexation request by Lucia Elizondo Paez, on behalf of All Carriers, Inc., altering and extending the boundary limits of the City of Laredo by annexing approximately 8.42-acres, more or less, tract of land located south of FM 1472 and west of Ben-Hur Ranch Road; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit "A." **26-846**

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-002-2026
District 7 - Cm. Vanessa Perez

31. Public Hearing and Introduction of an ordinance concerning a voluntary annexation request by Luke Colbert, on behalf of ARP Laredo, LLC, altering and extending the boundary limits of the City of Laredo by annexing approximately 5.19-acres, more or less, tract of land located south of FM 1472 and north of Mercury Mine Road; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit "A." **26-847**

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-003-2026
District 7 - Cm. Vanessa Perez

32. Public Hearing and Introduction of an ordinance concerning a voluntary annexation request by Robert J. Gilpin, altering and extending the boundary limits of the City of Laredo by annexing approximately 150.8236-acres, more or less, tract of land located northwest of Nicolas D. Hachar Road and River Bank Drive; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit "A." **26-848**

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-004-2026
District 7 - Cm. Vanessa Perez

FINAL READING OF ORDINANCES

33. Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by appropriating revenues and expenses in the amount of $14,950.00 in order to appropriate funds awarded by Texas Municipal League (T.M.L) to be used for the replacement of the Circle Gym at North Central Park (John Valls Park) located at 10202 International Blvd. **2026-O-99**

CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Council Member.

AIRPORT: GILBERTO SANCHEZ, DIRECTOR

34. Authorizing the City Manager to award a construction contract to Midas Construction, LLC. utilizing Buy Board #783-25, Laredo Texas in the amount of $545,000.00 for the reconstruction of the Tug Lane project on the west side of the Laredo International Airport. The contract time is 90 working days. Funding is available in the Laredo International Airport Fund. **26-821**

BRIDGE: ELSA HINOJOSA, DIRECTOR

35. Consideration to award a service contract to Metro Elevator Central Texas, of Austin TX, in the amount not to exceed $308,100.00, for the modernization of two elevators located at Bridge 1 Gateway to **26-816**

the Americas, unit #1 (TXE66127) and unit #3 (TXE66129) using OMNIA contract # 159575. Funding is available in the Bridge 2022 Revenue Bond.

36. Consideration to award a service contract to Midas Contractors, LLC. of Laredo TX, in the amount not to exceed $135,800.00, for the installation of a new irrigation system at Bridge 3 Colombia Solidarity using the price based on (TIPS) Contract No. 250902. Funding is available in the Bridge 2022 Revenue Bond. **26-823**

37. Consideration to authorize a purchase contract with Dell Technologies for thirty-eight Dell Pro Max Micro Desktops and three Dell Pro 14 Laptops in the amount of $104,729.71 through the OMNIA NCPA 01-143 contract. The purchase of this equipment is for the operation and customer service areas. Funding is available in the Laredo Bridge System Operating Fund. **26-911**

ECONOMIC DEVELOPMENT: TINA RODRIGUEZ, ACTING DIRECTOR

38. A Resolution of the City of Laredo authorizing the City Manager to approve and enter into a Memorandum of Understanding (MOU) between the City of Laredo, Texas ("City") and the County of Webb (County) for cost-sharing of the local match requirement for the Texas Parks and Wildlife (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 grant program. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods. The City will contribute up to $1,799,996.00 and the County will contribute up to $2,000,000.00. Funding for the City is available in the 2019 Certificate of Obligation issue, in-kind contributions of land, private donations, and land value. **2026-R-114**

ENGINEERING: ELIUD DE LOS SANTOS P.E., CITY ENGINEER

39. Consideration to authorize the purchase of one 2025 Ford F-550 Regular Cab Truck from Silsbee Ford, Silsbee, TX, in the amount of $208,197.25 The purchase of this truck will be made utilizing the TIPS Cooperative Pricing Program Contract 240901. Funds are available in the 2021 Certificate of Obligation Bond. **26-406**

40. Consideration for approval of amendment no.1 an increase of $392,280.00 for a professional services contract with Slay Architecture, Laredo, Texas for the FY24-ENG-57 City of Laredo Police Department South Sector Station. This amendment no.1 is to provide architectural and engineering services and credit for platting and detention pond design. Current contract amount with this amendment is $898,430.00. Funding is available in the 2019 and 2023 Certificate of Obligation Bond. **26-850**

41. Consideration for approval of Change Order No. 2, an increase of 90 working days to the construction contract with Zertuche Construction Texas, LLC., Laredo, Texas, for the FY24-ENG-17 Economic Development & 311 Offices Relocation. Current contract time 340 days. There is no financial impact at this time. **26-886**

42. Consideration for approval of the selection of the top ranked consultant for the RFQ FY26-ENG-15 New Recreational Indoor Facility Feasibility Study; and authorization to negotiate a professional services contract. A total of (7) firm responded to the request for qualifications on Thursday, February 19, 2026, and the top (3) firms presented on Thursday, April 16, 2026. The committee recommends the selection of the top ranked consultant Brinkley Sargent Wiginton Architects, Dallas, Texas. There is no financial impact at this time. **26-887**

1. Brinkley Sargent Wiginton Architects, Dallas, Texas
2. Hunden Partners, Chicago, Illinois
3. Berry, Dunn, McNeil & Parker, LLC, Portland, Maine
4. Sports Facilities Advisory, LLC, Clearwater, Florida
5. Able City, LLC, Laredo, Texas
6. Jones Lang LaSalle Americas, Inc., Chicago, Illinois
7. Power Wellness Management, LLC, Lombard, Illinois

43. A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submission of a joint grant application through the Webb-County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (FY26 SS4A) Implementation Grant Program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $9,787,056.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $546,764.00, providing an investment of 4.5% for the $9.7M application amount for the Roadway Safety Improvements across the City of Laredo. This contribution is subject to future funding availability. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028-2031. There is no financial impact at this time. **2026-R-124**

44. A Resolution of the City Council of the City of Laredo, supporting the future Interstate Highway Formula Program. The future program will establish a predictable and stable level of federal funding to support development of congestionally authorized future interstates and will address the need to focus federal transportation **2026-R-130**

funding on projects that provide national benefit and will provide needed investment in the next generation of the interstate highway system to keep pace with growing population and efficient freight movement demands. There is no financial impact at this time.

45. A resolution of the City Council of the City of Laredo, supporting the future interstate feasibility study for Heartland Expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors. The feasibility study trends will address greater potential including metrics improving connectivity, safety, and mobility; improving travel time and reduce travel time cost, improving freight movement; increasing access to markets for energy and agricultural products; alleviating congestion and improving reliability; facilitating the flow of goods and international trade; creating jobs and economic opportunities; and increasing and expanding the local tax base and states sales revenues, than historically used metrics. There is no financial impact at this time. **2026-R-131**

46. A Resolution of the City Council of the City of Laredo, supporting the future interstate designation for Heartland expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors and numbering future interstate segments. The purpose of future interstate highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full interstate highway standards. There is no financial impact at this time. **2026-R-132**

47. Consideration to award a construction contract to the lowest responsible, responsive bidder Quantcorp Construction LLC, Laredo, Texas, in the amount not to exceed $7,229,800.00 for the FY23-ENG-34 City of Laredo Boulevard of the Americas Phase II - Rebid III Project for the total base bid. The construction contract time is 550 working days. Funding is available in the 2018, 2024B and 2025 Certificate of Obligation Bond. **26-964**

1. Quantcorp Construction, LLC, Laredo, Texas
   Total base bid: $7,229,800.00
2. Cobalt Construction, Laredo, Texas
   Total base bid: $7,319,100.00
3. Summit Build & Design, Laredo, Texas
   Total base bid: $7,940,347.00
4. Midas Contractors, LLC, Laredo, Texas
   Total base bid: $9,313,225.00

Refer to attached letter of recommendation from Abrazo Partners, Laredo, Texas.

FINANCE: FRANCISCO J. MATA, DIRECTOR

48. A Resolution of the City Council of the City of Laredo, Texas, authorizing the city's participation in the TASB Energy Cooperative; approving the TASB Energy Cooperative interlocal participation agreement; authorizing the City Manager or designee to execute the agreement and any related documents; and providing for an effective date. **2026-R-107**

FLEET MANAGEMENT: RONALD MILLER, DIRECTOR

49. Consideration to renew annual service contract FY24-067 for Outside Tire Repair Services with the following vendors: **26-933**

1). Section I: Outside tire repairs for mid-size vehicles:

a). Toro Automotive, Laredo, Texas in an annual amount up to $100,000.00 and $100,000.00 for the remainder of the contract term; and

b). Border Tire, Laredo, Texas in an annual amount up to $70,000.00 and $70,000.00 for the remainder of the contract term;

2). Section II: Outside tire repairs for heavy-duty trucks:

a). Toro Automotive, Laredo, Texas in an annual amount up to $70,000.00 and $70,000.00 for the remainder of the contract term;

b). Southern Tire Mart, Laredo, Texas in an annual amount up to $60,000.00 and $60,000.00 for the remainder of the contract term;

3). Section III: outside tire repairs for industrial sized trucks:

a). Southern Tire Mart, Laredo, Texas in an annual amount up to $90,000.00 and $90,000.00 for the remainder of the contract term;

b). T&W Tire LLC., Laredo, Texas in an annual amount up to $45,000.00 and $45,000.00 for the remainder of the contract term.

All outside tire repair services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

50. Consideration to award parts/service contract RFB 2026-057 to the lowest responsive/responsible bidders: **26-938**

1) Bone's Custom Cycles, Laredo, Texas, in annual amount up to $95,000.00 and $285,000.00 for the remainder of the contract term;

2) South Texas Auto Rebuilders, Inc., Laredo, Texas, in annual amount up to $95,000.00 and $285,000.00 for the remainder of the contract term;

for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for three additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

51. Consideration to renew contract FY24-061 with Arguindegui Oil, Laredo, Texas, in an annual amount up to $5,600,000.00 and $11,200,000.00 for the remainder of the contract term for the purchase of unleaded and diesel fuel for the City's automotive fleet. Contract unit price will be determined by the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. The contract may be extended for two additional one-year periods, each upon mutual agreement of the parties. Funding is available in the Fleet Management Fund. **26-974**

PUBLIC HEALTH: DR. RICHARD A. CHAMBERLAIN, DIRECTOR

52. A Resolution of the City Council of the City of Laredo, Texas, supporting the United States Environmental Protection Agency's Integrated Risk Information System (IRIS) standard for Ethylene Oxide; Opposing proposed rollbacks to Ethylene Oxide regulations; endorsing Public Health based regulatory decision making; authorizing submission of public comments; and providing for related matters. **2026-R-119**

HUMAN RESOURCES: CAROLINA THURKETTLE, ACTING DIRECTOR

53. Consideration and possible action to ratify an amendment to Contract RFP-2026-035 awarded to Strategic Government Resources for Executive Recruitment and Leadership Services. This amendment increases the annual not-to-exceed amount to $200,000.00 and the total contract value to $1,000,000.00. **26-852**

INFORMATION SERVICES & TELECOMMUNICATION: JOE C. RIVERA, DIRECTOR

54. Request for ratification of the purchase of Nutanix, a server virtualization solution that replaces the City's current virtualization platform, which the City has outgrown and whose current renewal is facing significant price increases. The current global supply chain issues with computer hardware necessitated that IST purchase this solution immediately for reasons related to inventory availability and pending price increases. The cost for hardware, software, and implementation services was $299,422.68. Purchase was with General Datatech, L.P. from Dallas, Texas, through the State of Texas DIR contract DIR-CPO-5688. Funding was available in the Information Services and Telecommunication department, Support Services division & Contractual Obligations fund. **26-808**

PLANNING & ZONING: VANESSA GUERRA, DIRECTOR

55. Consideration to renew a yearly service contract with Avolve Software Corp., Scottsdale, Arizona, in the amount of $122,642.10 for the annual fee of a full deployment version of electronic building permits plan review process management. Avolve Software Corp. is a sole source provider of this software. Service agreement renewal term June 7, 2026 to June 6, 2027. This agreement is subject to future appropriations and funding is available in the General Fund- Planning Building Inspections. **26-822**

POLICE: MIGUEL RODRIGUEZ, CHIEF OF POLICE

56. Consideration to authorize the purchase contract with the sole source provider, Audio Dynamics, Inc. in the amount of $661,488.04 for the purchase and installation of multi-monitor video equipment for the Laredo Police Department Real Time Crime Center (RTCC). Funding is available in the Auto Theft Task Force Fund. **26-896**

SOLID WASTE: BISHOP P. WAGENER , DIRECTOR

57. Consideration to authorize the award of a contract for the Uniform Rental Program with Unifirst Holdings, Inc., through the cooperative purchasing agreement BuyBoard Contract No. 773-25, for the Environmental & Solid Waste Services Department. The proposed contract provides for the rental, cleaning, and maintenance of employee uniforms in an amount not to exceed $98,280.00 for the first year, with a 5% increase in each subsequent year, resulting in $103,194.00 for the second year and $108,353.00 for the third year, for a total contract value of $309,827.00. The term of the agreement is three years and is contingent upon the annual availability of funds. Funding for this contract is budgeted and available in the Solid Waste Fund. **26-855**

END OF CONSENT AGENDA

EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

RECESS AS THE LAREDO CITY COUNCIL AND CONVENE AS THE LAREDO MASS TRANSIT BOARD

58. Authorizing the City Manager to waive bus fares for children between the ages of six to seventeen for our 2nd Annual “Kids on the Go” summer youth transportation program to help families and children in Laredo stay connected and active during the summer months. Kids on the Go Summer Youth Transportation Program will be commencing on June 1, 2026 through August 9, 2026. **2026-RT-20**

ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL

GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

Request by Mayor Dr. Victor D. Treviño

59. Discussion with possible action on promoting a community water storage campaign and establishing an incentive program for customers as part of the City’s Water Security Action Plan to encourage household and business preparedness, water conservation, and emergency resiliency, reflecting the City’s proactive efforts to strengthen water security before the onset of any potential crisis, and any matters related thereto. **26-C-79**

60. Discussion with possible action to review the City of Laredo’s property inventory in order to maximize the efficient and strategic use of municipal space, identify opportunities for public benefit, economic development, operational improvements, and community services, and any matters related thereto. **26-C-81**

Request by Council Member Ricardo "Richie" Rangel, Jr.

61. Discussion with possible action to donate a used F250 pick up truck equipped with animal transport box to The City of Rio Bravo, Texas and any other matters incident thereto. **26-C-77**

Request by Council Member Melissa R. Cigarroa

62. Update on the contract for a hydraulic/hydrologic/geomorphologic study of the River and the impacts of the proposed federal "Smart **26-C-80**

Wall" infrastructure project on the City of Laredo, and any other matters incident thereto.

Request by Council Member Ruben Gutierrez, Jr.

63. Discussion with possible action for the City of Laredo to provide partial sponsorship from the event liability fund to Diocese of Laredo's Ordination Mass for Bishop-Elect John Jario Gomez to be held at the Sames Auto Arena, and any other matters incident there to. **26-C-82**

Sponsors: Mayor Pro Tempore Gilbert Gonzalez, Cm. Ricardo "Richie" Rangel Jr. and Cm. Dr. Tyler King

Request by Council Member Tyler King

64. Request for update from Public Works and Engineering on progress and feedback from the City's recent asphalt preservation program, and any other matters incident thereto. **26-C-83**

65. Discussion with possible action regarding ways to address traffic safety near International Blvd and Loop-20 in front of the Walmart, and other matters incident thereto. **26-C-84**

66. Discussion with possible action regarding ways the City can get involved in helping hospitals and medical practices recruit new physicians in critical specialties to Laredo, and any other matters incident thereto. **26-C-85**

Sponsors: Mayor Dr. Victor D. Trevino

ADJOURN

This notice was posted at the Municipal Government Offices,1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, May 8th 2026 at 5:00 p.m.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 1.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 2.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 3.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 4.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 5.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 6.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Recognition 7.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Communications 8.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Communications 9.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Communications 10.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Communications 11.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Appointment 12.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Appointment 13.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Appointment 14.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 15.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026
District IV

Council District: District 4 **Zone Case:** ZC-036-2026

Letters sent to property owners: 21

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Deny
The Planning & Zoning Commission in an 5 to 0 vote recommended denial of the proposed zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 05/18/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: TXINV Family Limited Partnership, Owner; Raul Cantu, Applicant

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended denial of the proposed zone change, and staff does not support the application.

ZC-036-2026

District IV

PREVIOUS COUNCIL ACTION

On April 1, 2019, City Council made a motion to approve a special use permit for a restaurant serving alcohol. (Ordinance No. 2019-O-049).

BACKGROUND

Council District: IV – Cm. Ricardo Garza

Proposed use: The proposed use is Groceries/Related Products (Wholesale).

- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently a commercial structure occupied by Suarez Restaurant and Mr. Corn, with a former tenant space (previously Obregon's Restaurant) now vacant. The zone change request is being pursued in order to accommodate a proposed use within this vacant suite.

Surrounding land uses: To the north of the site is a commercial plaza, which includes, Saludos Brewing and Print x Press, and single-family residential uses. To the east of the site is McPherson Road, and Multi-Family Residential uses. To the south of the site is Broadacres Apartments. To the west of the site is Broadacres Apartments and single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a major arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 21
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **5** to **0** vote recommended denial of the proposed zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed-Use (All Except, M-1, M-2, B-4, AH, FH, OG, FiH), which does not include B-4 zoning districts. The future land use designation of Neighborhood Mixed-Use is intended to support a balanced mix of low to moderate intensity residential and commercial uses that serve the immediate neighborhood, while promoting compatibility and appropriate transitions between uses.

2. The subject property is directly adjacent to established residential uses, including multi-family and single-family developments located to the south and west. B-3 zoning would allow for commercial uses that could complement, such as restaurants, retail, and service-oriented businesses. B-4 zoning may create land use conflicts, like commercial industrial uses that may adversely affect the livability and stability of the surrounding neighborhood. These conflicts may include increased noise, traffic, lighting, and operational impacts.

3. The applicant was advised of the option to pursue a Conditional Use Permit (CUP) for uses exceeding those permitted under B-3 zoning but chose to proceed with a zone change instead. A CUP would allow for site-specific review and the imposition of conditions to mitigate potential impacts on adjacent residential properties. In contrast, rezoning to B-4 would allow a wide range of high intensity uses by right without the same level of oversight. A CUP is the more appropriate planning tool at this location to balance development with neighborhood protection; however, approval of a CUP is not guaranteed.

4. The subject property has maintained a B-3 zoning designation since the adoption of the City's zoning ordinance in the 1980s, reflecting a long-standing and established land use pattern in the area. The surrounding area is predominantly residential, with existing development characterized by lower intensity uses that are compatible with nearby neighborhoods.

5. Although the property is located along McPherson Road, a designated major arterial, the site's location makes it less appropriate for higher-intensity commercial uses, particularly within an area that is primarily residential. Increased traffic generation associated with B-4 uses may result in congestion and queuing along the arterial.

Additionally, the subject site and the adjacent commercial property to the north, which includes Saludos Brewing, currently share access points and already experience high parking demand. Intensifying the zoning at this location is likely to exacerbate existing parking shortages and circulation issues, leading to spillover parking and further impacting surrounding properties.

6. The current B-3 zoning district is more suitable for this location, as it allows for a range of community oriented commercial uses that are compatible with the surrounding residential area. Retaining B-3 zoning provides reasonable use of the property while maintaining consistency with the Comprehensive Plan and minimizing potential adverse impacts proposed. More intensive uses could be accommodated with a Conditional Use Permit and thereby ensure compatibility and mitigation for adverse impacts.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

Staff **does not support** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The surrounding land uses include residential uses, such as single-family residences, apartments and town-homes. The surrounding land uses also include commercial uses, such as a commercial plaza.

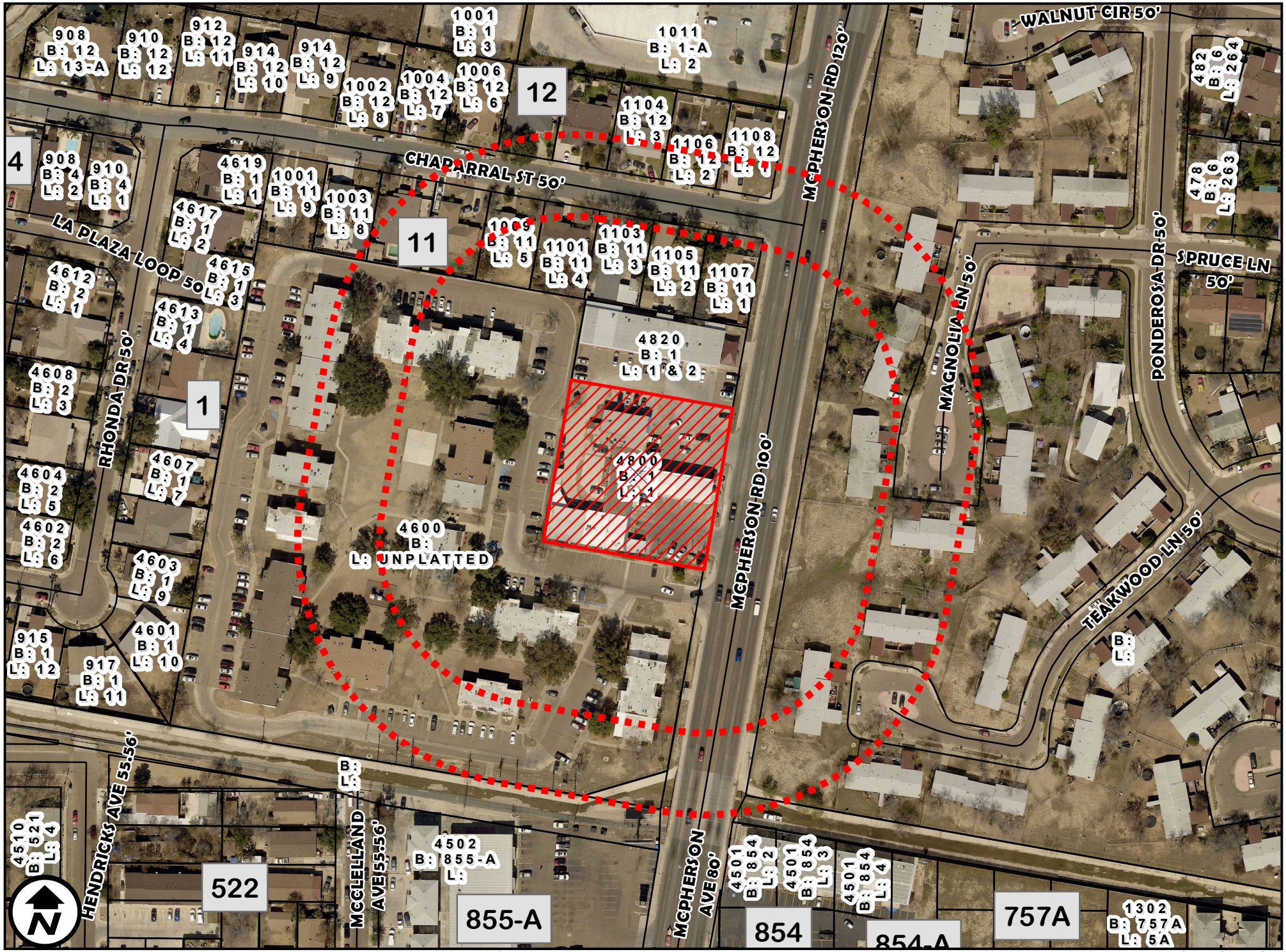
Would this change create an isolated zoning district unrelated to surrounding districts?
The property is surrounded by residential zoning districts (R-1 and R-2 zoning).

Will change adversely influence living conditions in the neighborhood?
Yes. The proposed zone change is anticipated to have a negative impact with the surrounding area or neighborhoods, as it may introduce uses that are dissimilar to the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The existing zone does not allow for a Groceries/Related Products (Wholesale) as intended by the applicant.

Attachments

Maps
Zone Change Signage
Comp Plan Alignment
Draft Ordinance

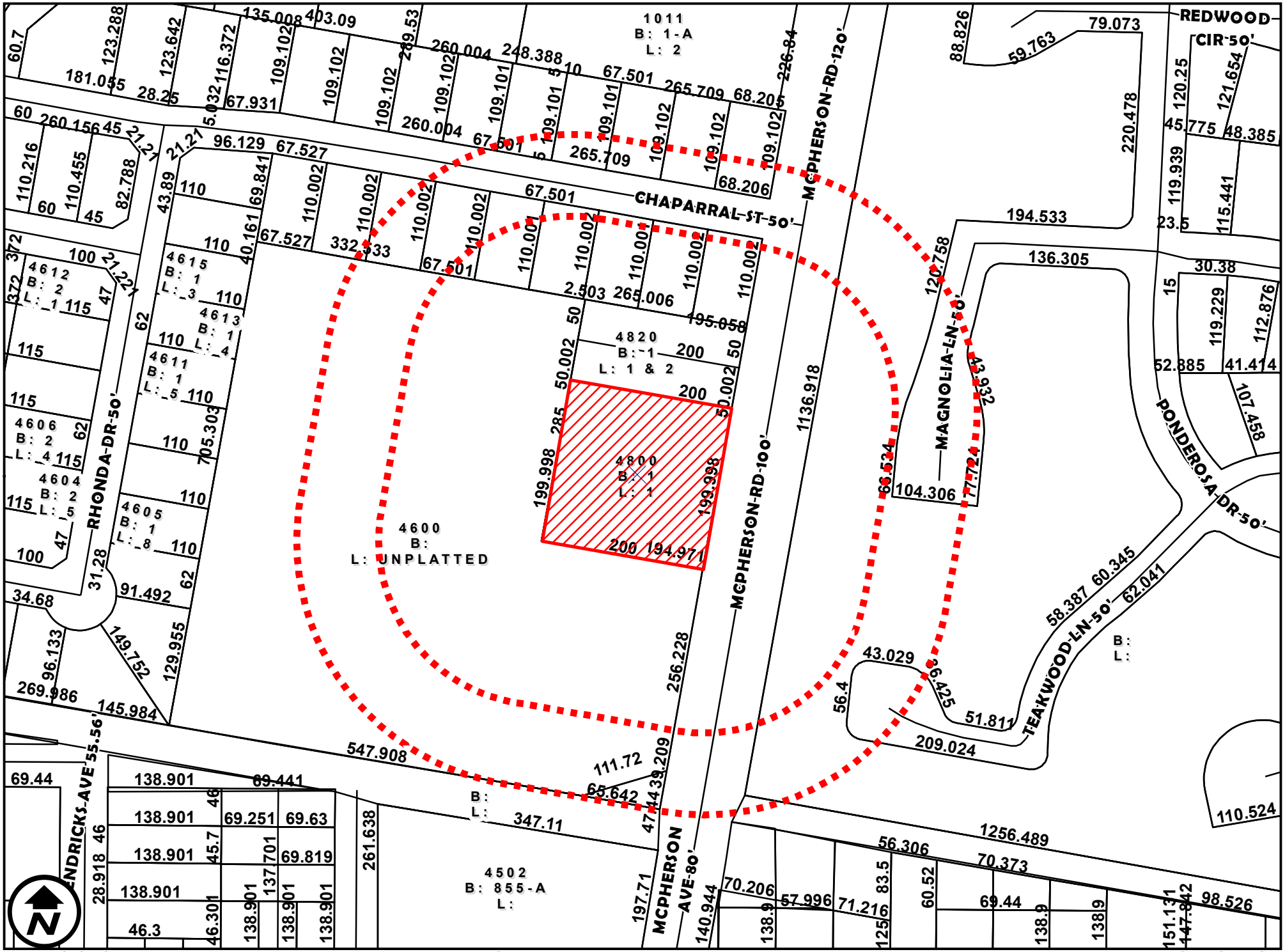


AERIAL MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

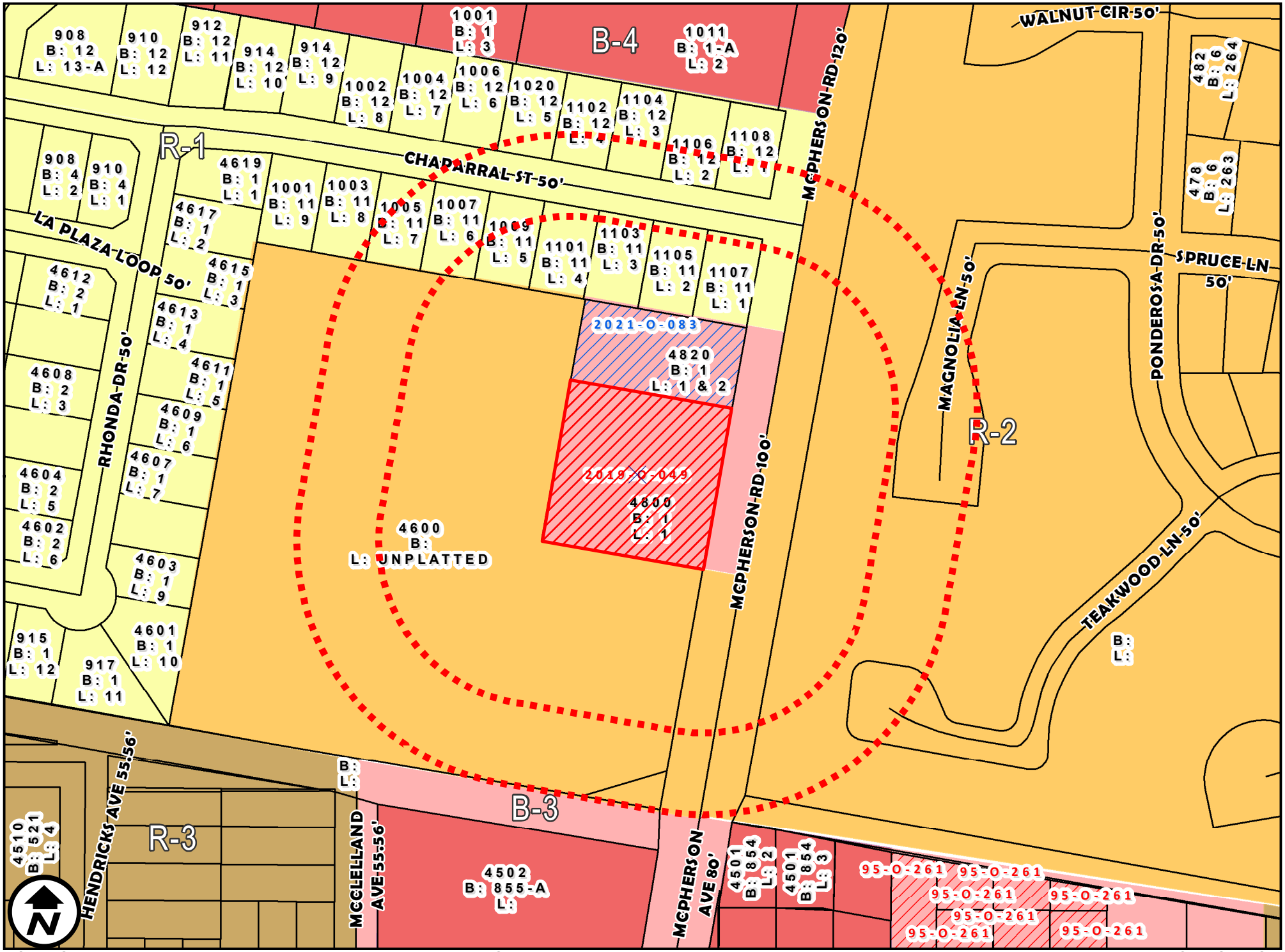


DIMENSIONS MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

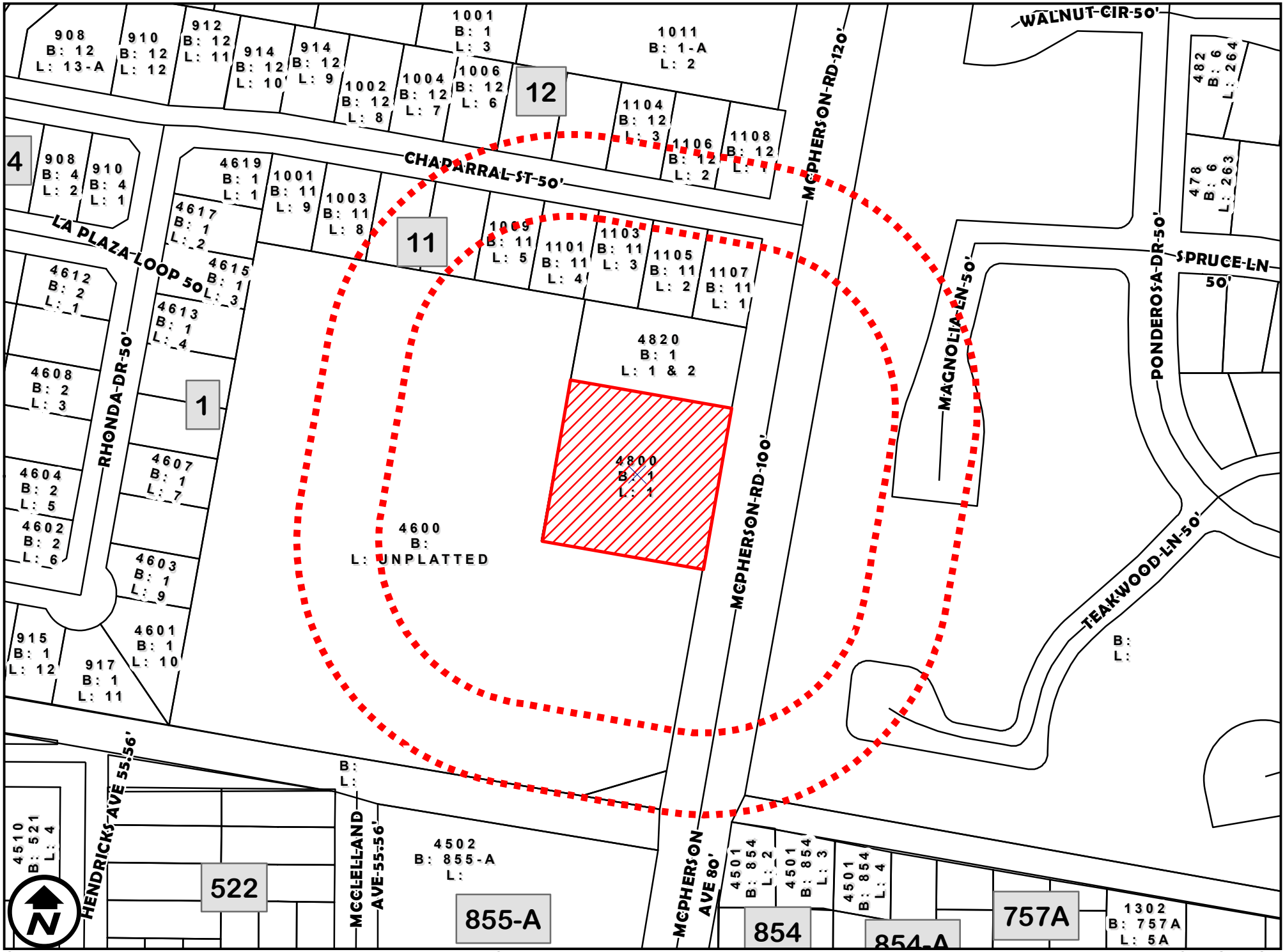


ZONING MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

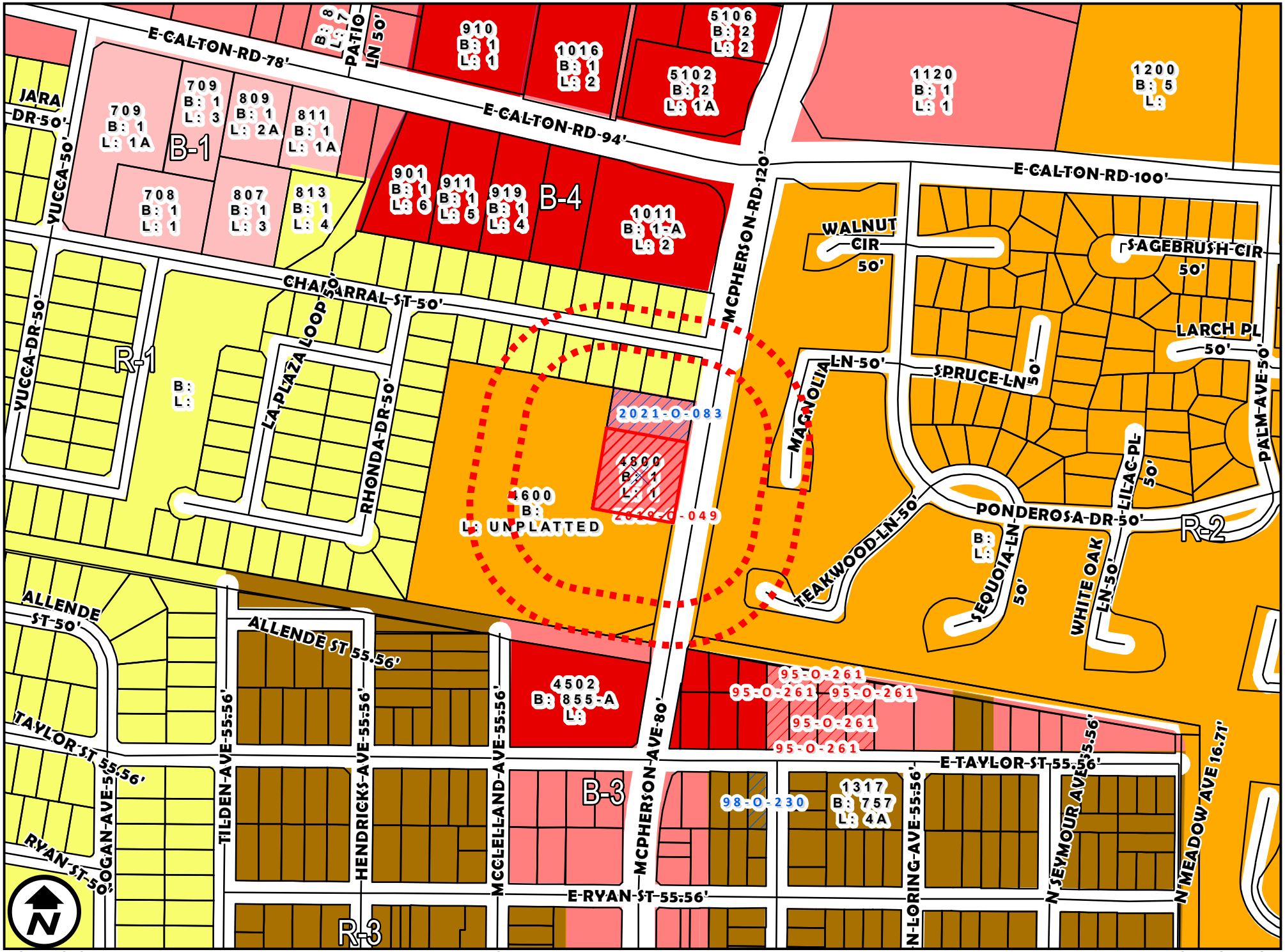


SURVEY MAP

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

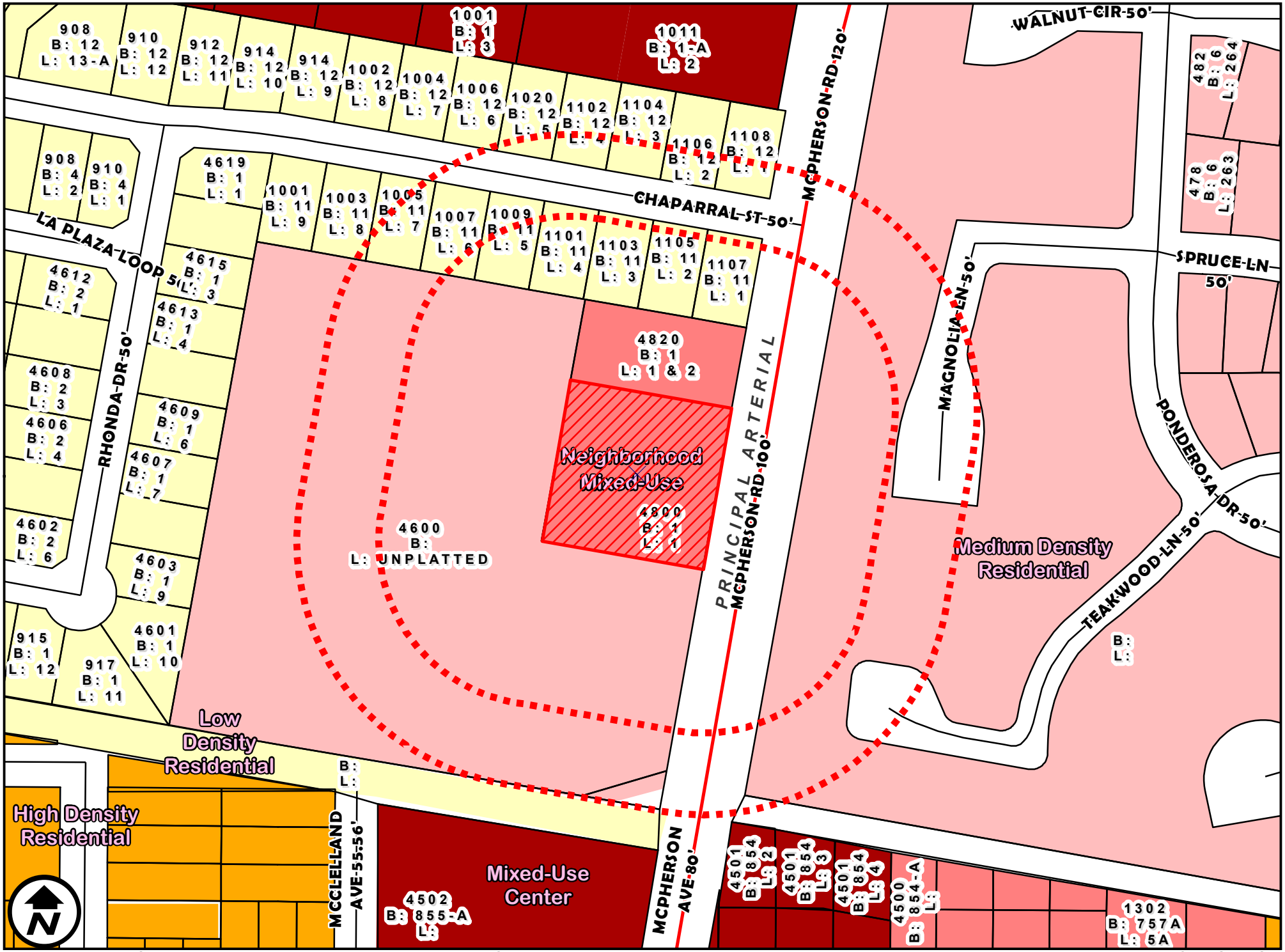


ZONING OVERVIEW

1 inch = 300 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

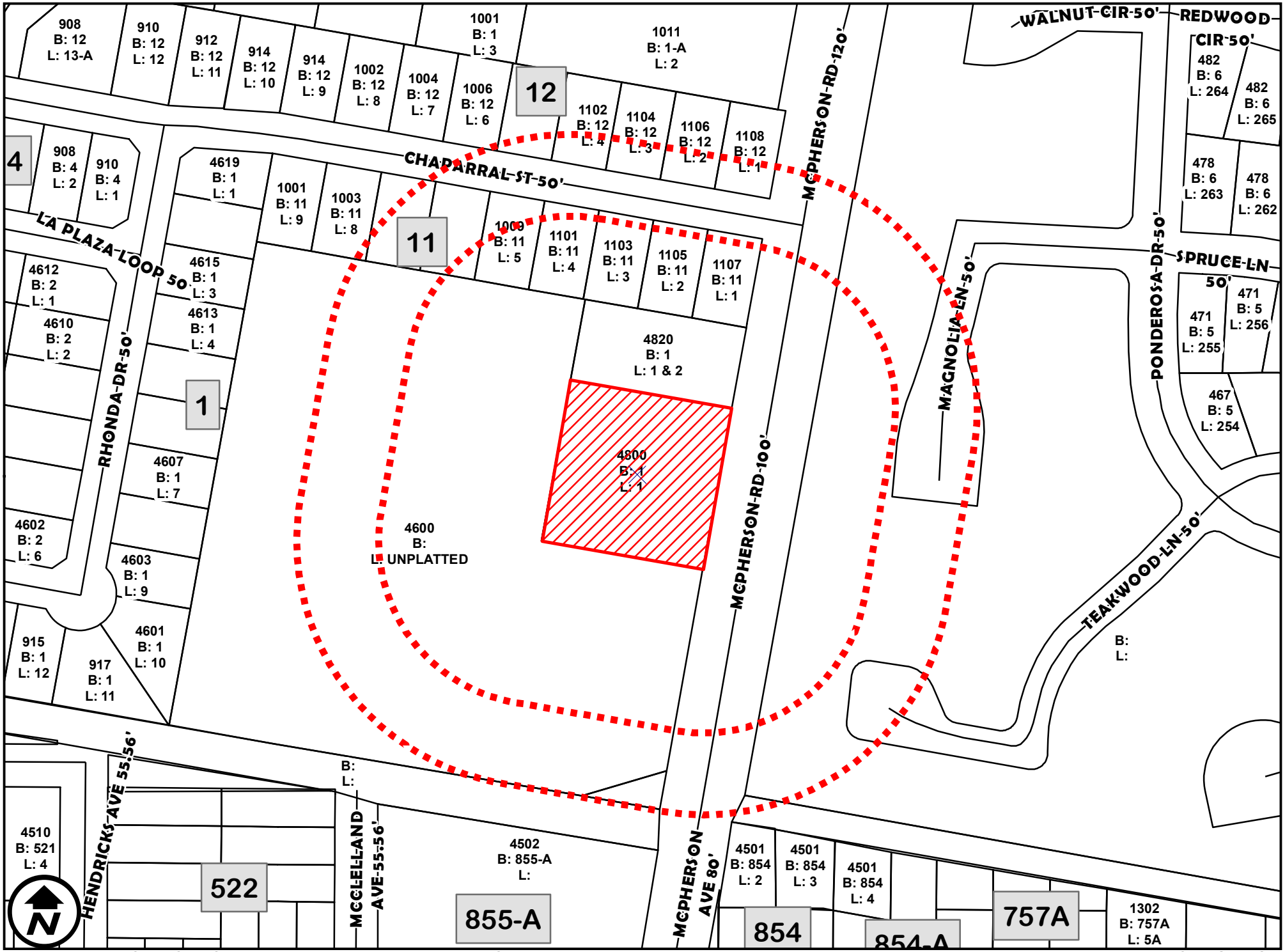


FUTURE LANDUSE

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-036-2026
COUNCIL DISTRICT 4
4800 MCPHERSON ROAD

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-036-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-036-2026, proposing rezoning from **B-3 (Community Business District)** to **B-4 (Highway Commercial District)**

---

1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Goal 1.3

"Ensure the Future Land Use Map and zoning ordinance are aligned and consistently applied."
Page 60
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Future Land Use Map designates the subject site as **Neighborhood Mixed-Use**, which explicitly excludes B-4 zoning districts. The proposed rezoning to B-4 directly conflicts with this designation and undermines the Plan's directive for consistency between zoning and adopted land use policies.

Policy 6.1.2

"Promote compatibility between land uses and ensure appropriate transitions between differing land use intensities."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed B-4 zoning allows for higher-intensity, regional-scale commercial uses. The site is surrounded by residential uses (single-family and multi-family), and the introduction of more intensive highway commercial uses would not provide an appropriate transition, thereby conflicting with this policy.

Policy 6.1.3

"Encourage mixed-use development in appropriate locations to reduce the need for driving, improve walkability, and increase neighborhood vibrancy."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Neighborhood Mixed-Use areas are intended to support walkable, neighborhood-serving uses. The proposed B-4 zoning promotes auto-oriented, regional commercial uses, which contradict the intent of creating pedestrian-friendly, integrated mixed-use environments.

---

3. Summary of Alignment

The proposed rezoning from B-3 to B-4 demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. The Future Land Use Map designates the area as **Neighborhood Mixed-Use**, and **Goal 1.3** clearly requires that zoning decisions remain consistent with this designation. The introduction of B-4 zoning, which allows for more intensive, regional-scale commercial uses, directly conflicts with this framework.

Furthermore, the proposal does not satisfy **Policy 6.1.2**, as it fails to provide appropriate land use transitions between commercial and adjacent residential properties. The increase in intensity permitted under B-4 zoning raises concerns regarding **compatibility, traffic, noise, and neighborhood character**.

The proposal also contradicts **Policy 6.1.3**, which promotes walkable, mixed-use environments. B-4 zoning encourages auto-oriented development patterns that are inconsistent with the pedestrian-friendly and neighborhood-scale vision of the Comprehensive Plan.

Overall, the request introduces a higher-intensity zoning classification that is incompatible with both the Future Land Use Map and surrounding land uses, intersecting negatively with broader planning themes of **mobility, land use compatibility, and neighborhood livability**.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 1, BLOCK 1, KIMBERLY PLAZA SUBDIVISION, LOCATED AT 4800 MCPHERSON ROAD, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on March 19, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **denial** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on April 20, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 1, Block 1, Kimberly Plaza Subdivision, located at 4800 McPherson Road, from B-3 (Community Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONALDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 16.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2023-O-011 which authorized a conditional use permit for an amusement redemption machine establishment on Lot 1A, Block 1, Anil Associates, Limited Liability Company, Phase 1, located at 9110 McPherson Road, Suite 1 (10,800 square feet) in order to remove the current parties and issue the conditional use permit to the property and to extend the current expiration date of the conditional use permit.

The Planning and Zoning Commission recommended approval of the proposed conditional use permit (CUP) amendment to extend the current expiration for an additional 10 years, and recommended denial of the request to remove the currently approved parties associated with the CUP.

Staff supports CUP amendment for the 10-year extension; however, staff does not support the removal of the currently approved parties associated with the CUP.

ZC-028-2026
District VI

Council District: District 6 **Zone Case:** ZC-028-2026

Letters sent to property owners: 12

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve with changes
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the conditional use permit (CUP) amendment to extend the current expiration for an additional 10 years, and recommended denial of the request to remove the currently approved parties associated with the CUP.

STAFF RECOMMENDATION - Supports
Staff supports the conditional use permit (CUP) amendment for the 10-year extension; however, staff

does not support the removal of the currently approved parties associated with the CUP.

ZC-028-2026 – Comprehensive Plan Alignment

1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

No applicable goal or policy identified in the *Viva Laredo City of Laredo Comprehensive Plan*.

---

3. Summary of Alignment

The agenda item pertains to an amendment and extension of an existing Conditional Use Permit (CUP) for an amusement redemption machine establishment within a designated **Neighborhood Mixed-Use** area. While the continuation of an existing commercial use may generally be consistent with mixed-use development patterns, no **specific, verbatim goals or policies** from the *Viva Laredo Comprehensive Plan* were identified that directly address:

- Amusement redemption machine establishments,
- Conditional use permit extensions, or
- Administrative updates to permit holders or expiration timelines.

Although the staff report indicates consistency with surrounding land uses and no adverse neighborhood impacts, this reflects **case-specific zoning compatibility** rather than explicit alignment with adopted comprehensive plan language.

Therefore, due to the absence of clearly cited and verbatim supporting policies, the item is best categorized as having **Weak/None alignment**.

From a broader planning perspective, the request minimally relates to themes such as:

- **Economic continuity** (continued operation of an existing business), and
- **Land use compatibility** (consistency with surrounding commercial development),

However, these connections remain **implicit** and do not meet the threshold for Moderate or Strong alignment without direct textual support from the Comprehensive Plan.

---

4. Additional Requirements

No applicable goal or policy identified in the *Viva Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 05/18/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Anil Gupta, Owner/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2023-O-011 which authorized a conditional use permit for an amusement redemption machine establishment on Lot 1A, Block 1, Anil Associates, Limited Liability Company, Phase 1, located at 9110 McPherson Road, Suite 1 (10,800 square feet) in order to remove the current parties and issue the conditional use permit to the property and to extend the current expiration date of the conditional use permit.

The Planning and Zoning Commission recommended **approval** of the proposed conditional use permit (CUP) amendment to extend the current expiration for an additional 10 years, and recommended **denial** of the request to remove the currently approved parties associated with the CUP.

Staff **supports** CUP amendment for the 10-year extension; however, staff **does not support** the removal of the currently approved parties associated with the CUP.

ZC-028-2026
District VI

PREVIOUS COUNCIL ACTION
On July 20, 2009, City Council made a motion to approve a conditional use permit for an amusement redemption machine establishment for a one-year date of issuance.

On June 6, 2011, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment for a five-year date of issuance.

On May 31, 2016, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment for a ten-year date of issuance.

On September 14, 2016, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment for Suite 2.

On September 30, 2016, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment for Suite 1.

On August 6, 2018, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment in Suite 2 in order to change the tenant.

On February 6, 2023, City Council made a motion to approve a conditional use permit amendment for an amusement redemption machine establishment in Suite 1 in order to change the tenant.

BACKGROUND

Council District: VI – Cm. Dr. David Tyler King

Proposed use: The proposed use is for an amusement redemption machine establishment.

Site: The site is currently occupied by a commercial structure (amusement redemption machine establishment and Crecer Daycare).

Surrounding land uses: To the north of the site is Tuscany Luxury Apartments, McPherson Road, O'Reilly Auto Parts, and a commercial structure that includes Jordan & Rullan Certified Public Accountants, Swisher and Martin Realty, Sonia's Beauty Salon, Relax Message, 50 Stars Nail & Spa, and other commercial businesses. To the east of the site is McPherson Road, Family Dollar, Yumm! Convenience Store, and single family residential uses. To the south of the site is Whataburger, Shiloh Drive, multi-family and single family residential uses, and a commercial structure that includes Domino's Pizza, Pino Hamburger, Mario's Discount Liquid Store #3, and other commercial businesses. To the west of the site is vacant undeveloped land, We'll Wash Laundromat, and a commercial structure that includes Leonelo Cruz Real Estate, Laredo Family Foot Center, Ace Cleaners, and other commercial businesses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed-Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road as a Major Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 12

Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the conditional use permit (CUP) amendment to extend the current expiration for an additional 10 years, and recommended denial of the request to remove the currently approved parties associated with the CUP.

STAFF RECOMMENDATION
A Conditional Use Permit is intended to provide for those land uses where additional regulation is necessary to protect the property and surrounding area. It is primarily intended for property located in older section of the city and is intended to promote development and/or redevelopment of such property, which is consistent with the land use patterns of surrounding property. The property is zoned a B-3 (Community Business District) zoning district.

Staff supports the proposed conditional use permit amendment to extend the current expiration date for the following reasons:

1. All conditions other than the amendment of the conditional use permit issuance extension shall remain the same.

2. No citations have been issued to this location for non-compliance with the existing conditions on the conditional use permit.

However, staff does not support removing the current parties from the conditional use permit for the following reasons:

1. Leaving the current owner and tenant names on the permit ensures continuity of accountability and

aligns with the intent of the Code of Ordinances, providing clear identification of the responsible parties for compliance and enforcement purposes.

2. The Code of Ordinances, Section 18-2.4(f) – Restrictions, regulations, controls, and limitations, states, "The owner, operator, or manager of the licensed premises must be present to supervise the operation of the amusement redemption machine establishment…" This requirement ensures all activities conducted on the premises comply with applicable laws, regulations, and permit conditions.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

If approved, Staff recommends the continuance of the following provisions from the existing Ordinance 2023-O-011, except the CUP extension:

1. The C.U.P. shall be issued to Anil Gupta and Jorge Vicencio Barcenas, and shall be transferable only with the approval of the City Council, and shall be subject to all conditions of the initial approval, and such other conditions as the City Council may require.

2. REMOVE: The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.
ADD: The C.U.P. is restricted to operating hours from 10:00 a.m. through 11:00 p.m.

3. The C.U.P. is restricted to 10,800 square feet located within Suite 1 as per the site plan, Exhibit B, which is made part hereof for all purposes.

4. Signage is limited to that allowed in a B-3 District.

5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.

6. Off-site parking is prohibited.

7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.

8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.

9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.

10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.

11. The sale and consumption of alcohol on premises is prohibited.

12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.

13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.

14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract attention are prohibited.

15. Banners and window signs are prohibited.

16. REMOVE: The C.U.P. shall be issued for ten (10) years from date of issuance.
ADD: The C.U.P. amendment shall be extended for an additional ten (10) years from the date of issuance.

IMPACT ANALYSIS

Is this change contrary to the established land use pattern?
No. There is an array of different commercial uses near the location of the proposed use.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The zone will not change.

Will change adversely influence living conditions in the neighborhood?

No. The proposed conditional use permit amendment is not anticipated to have a negative impact with the surrounding area or neighborhoods as the proposed use has been in existence for more than 10 years.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for an amusement redemption machine establishment and needs a conditional use permit amendment as intended by the applicant.

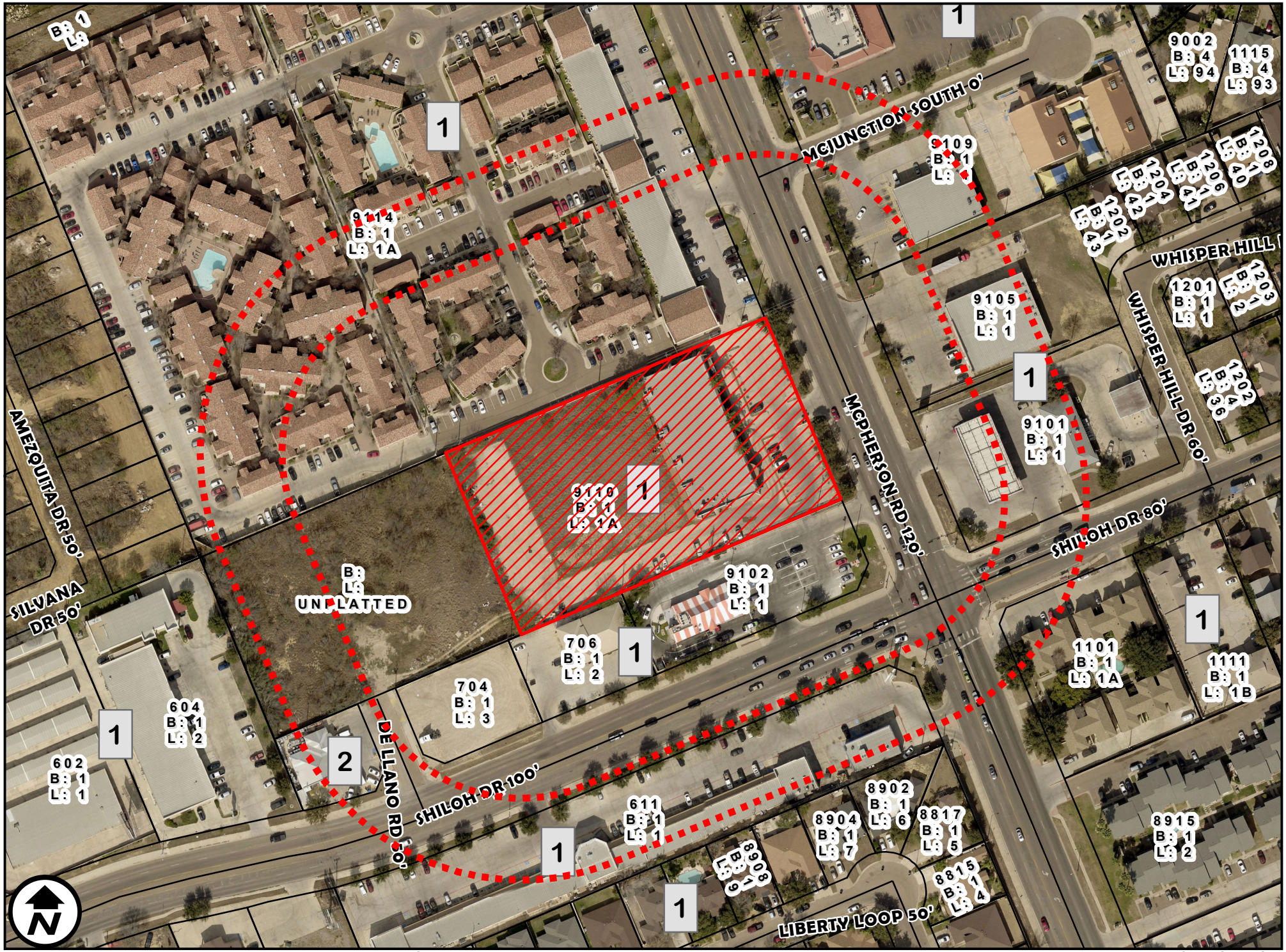
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

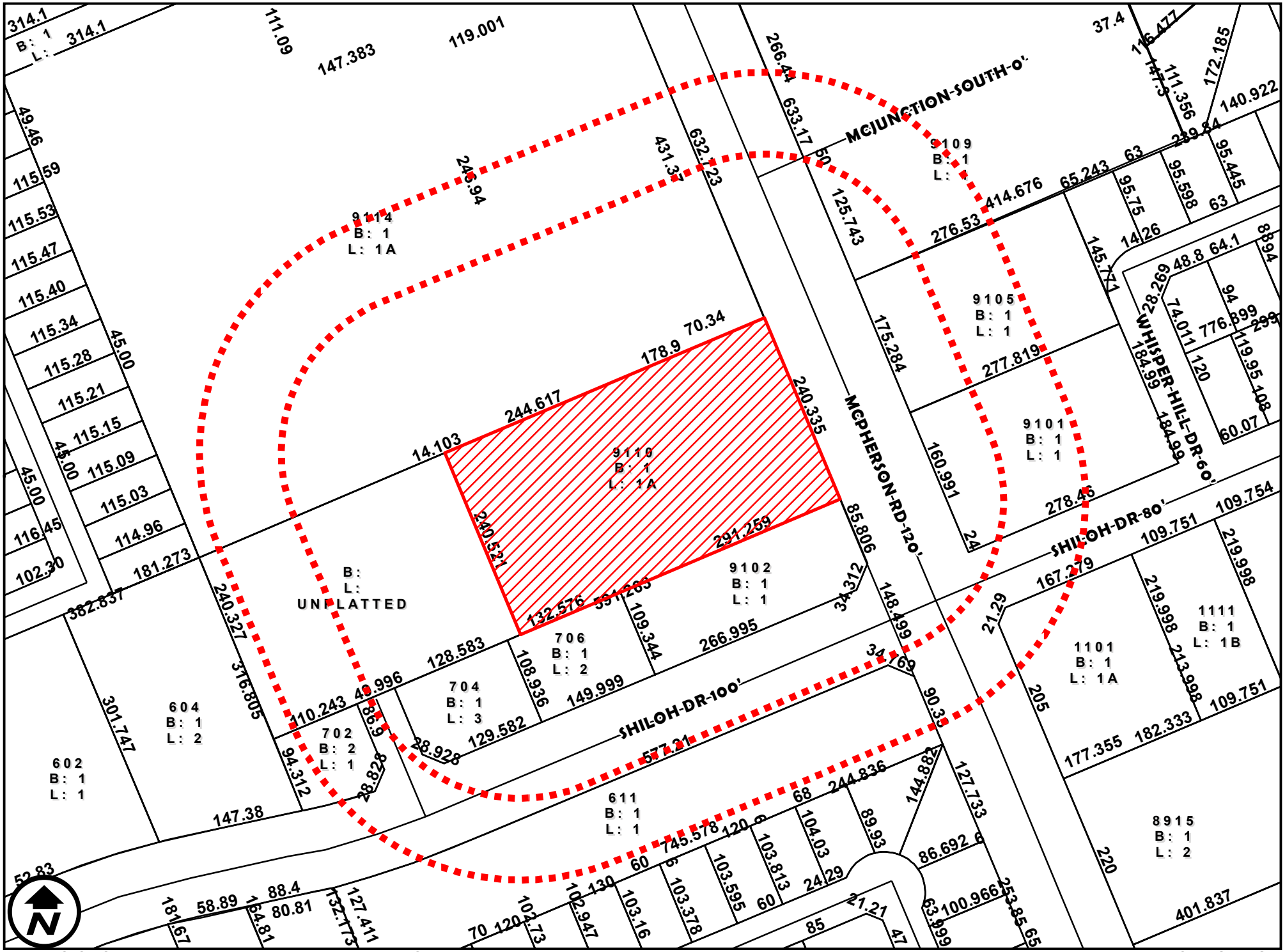


AERIAL MAP

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

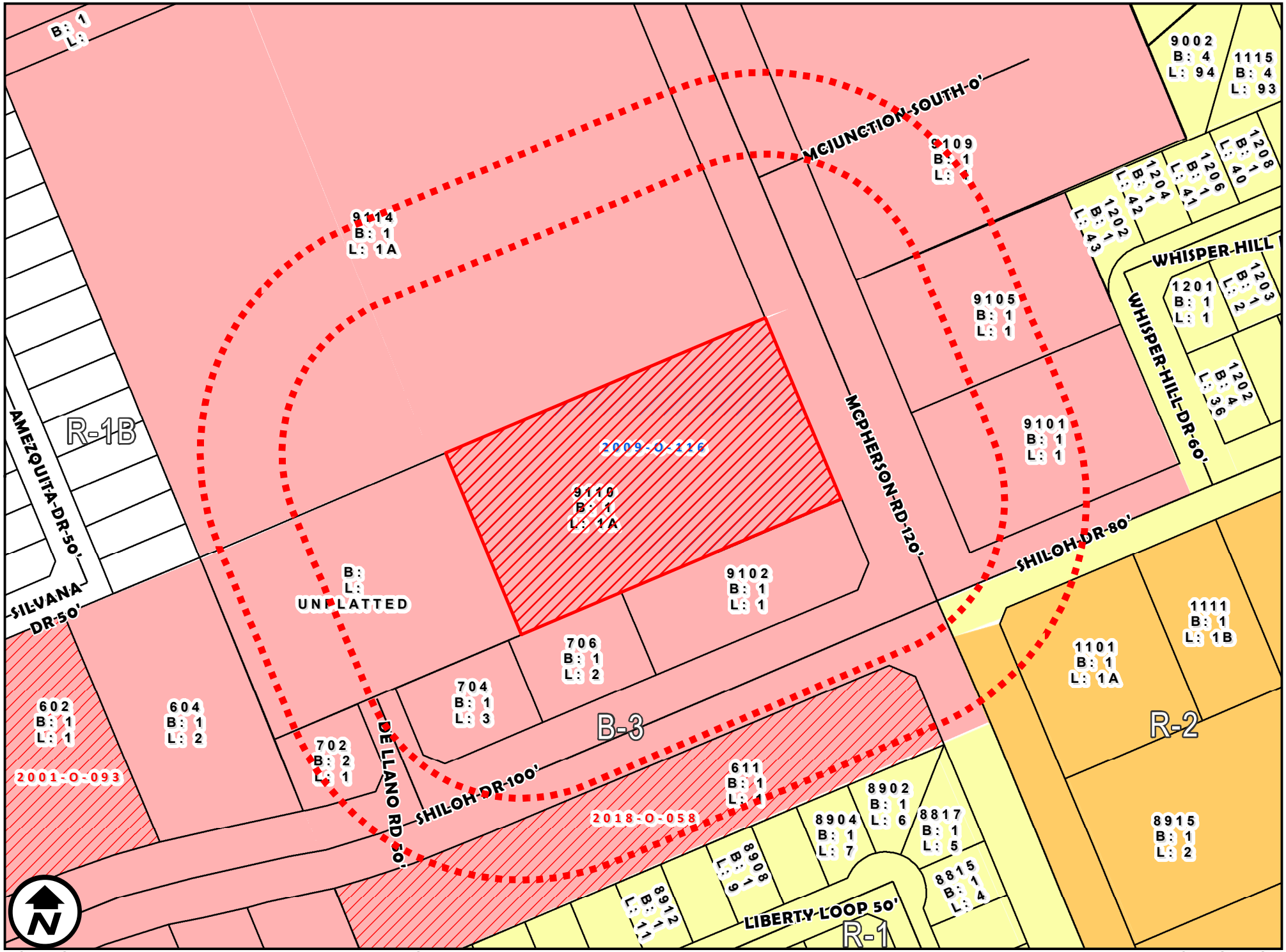


DIMENSIONS MAP

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

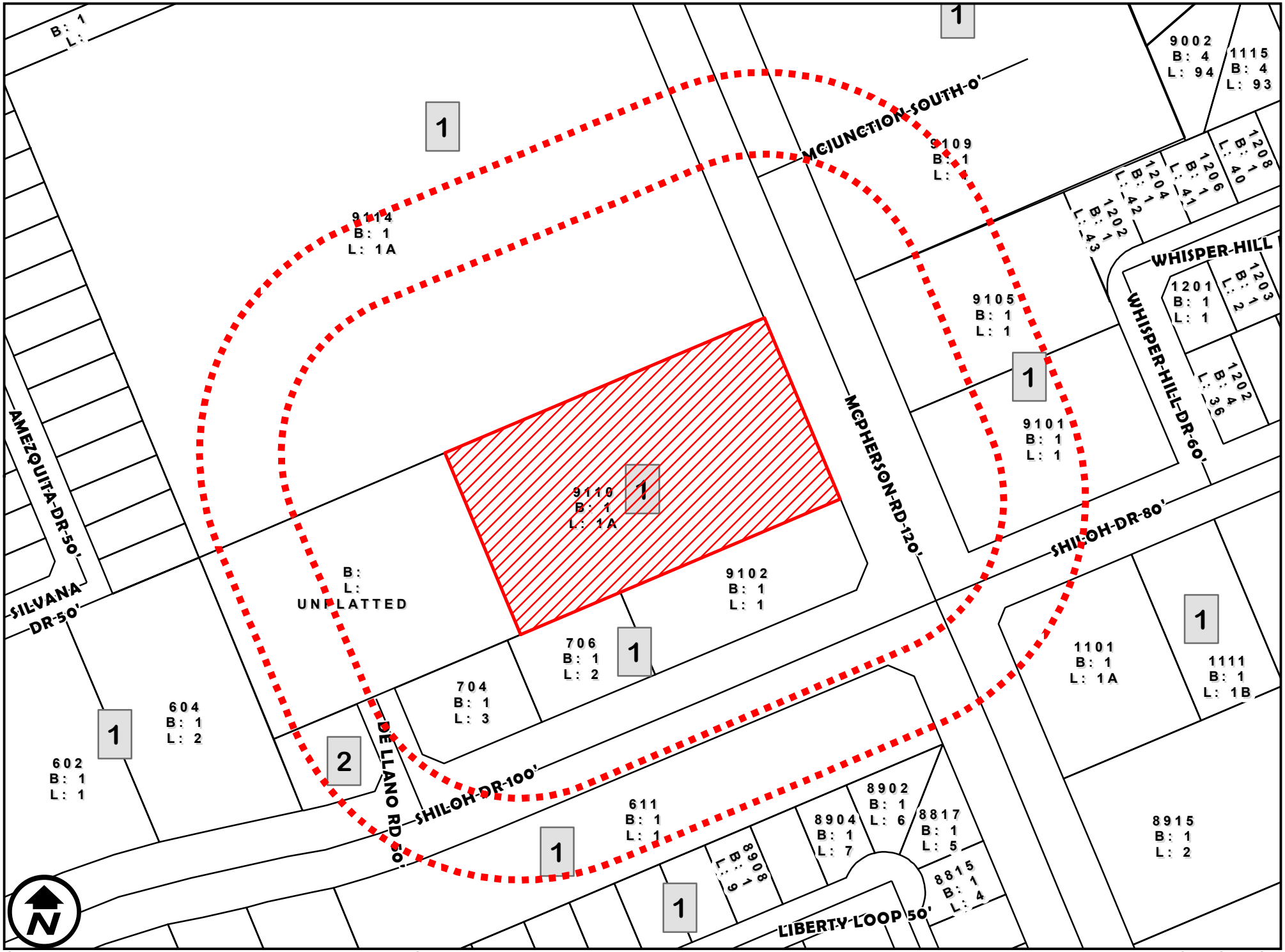


ZONING MAP

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FO
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

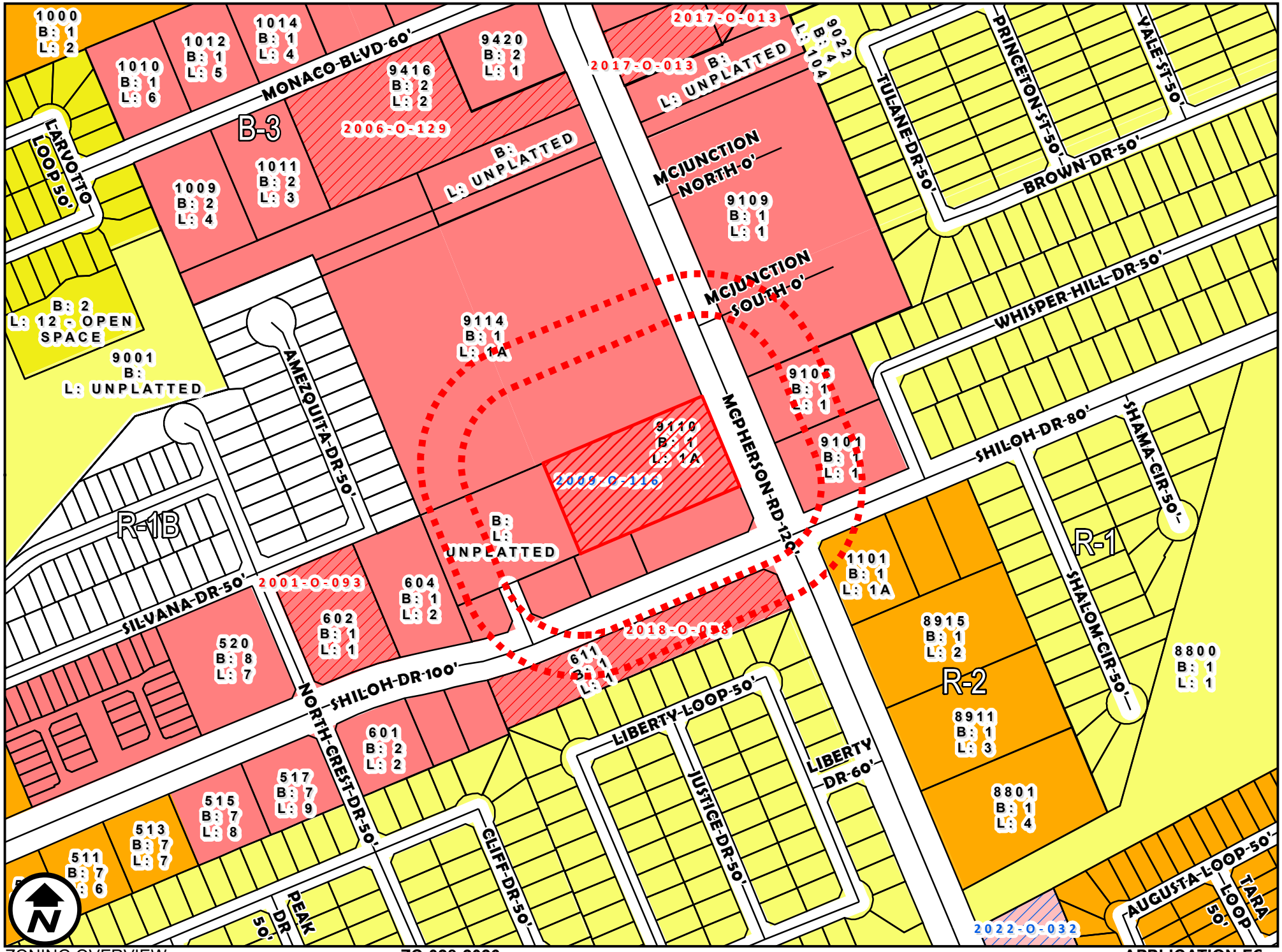


SURVEY MAP

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

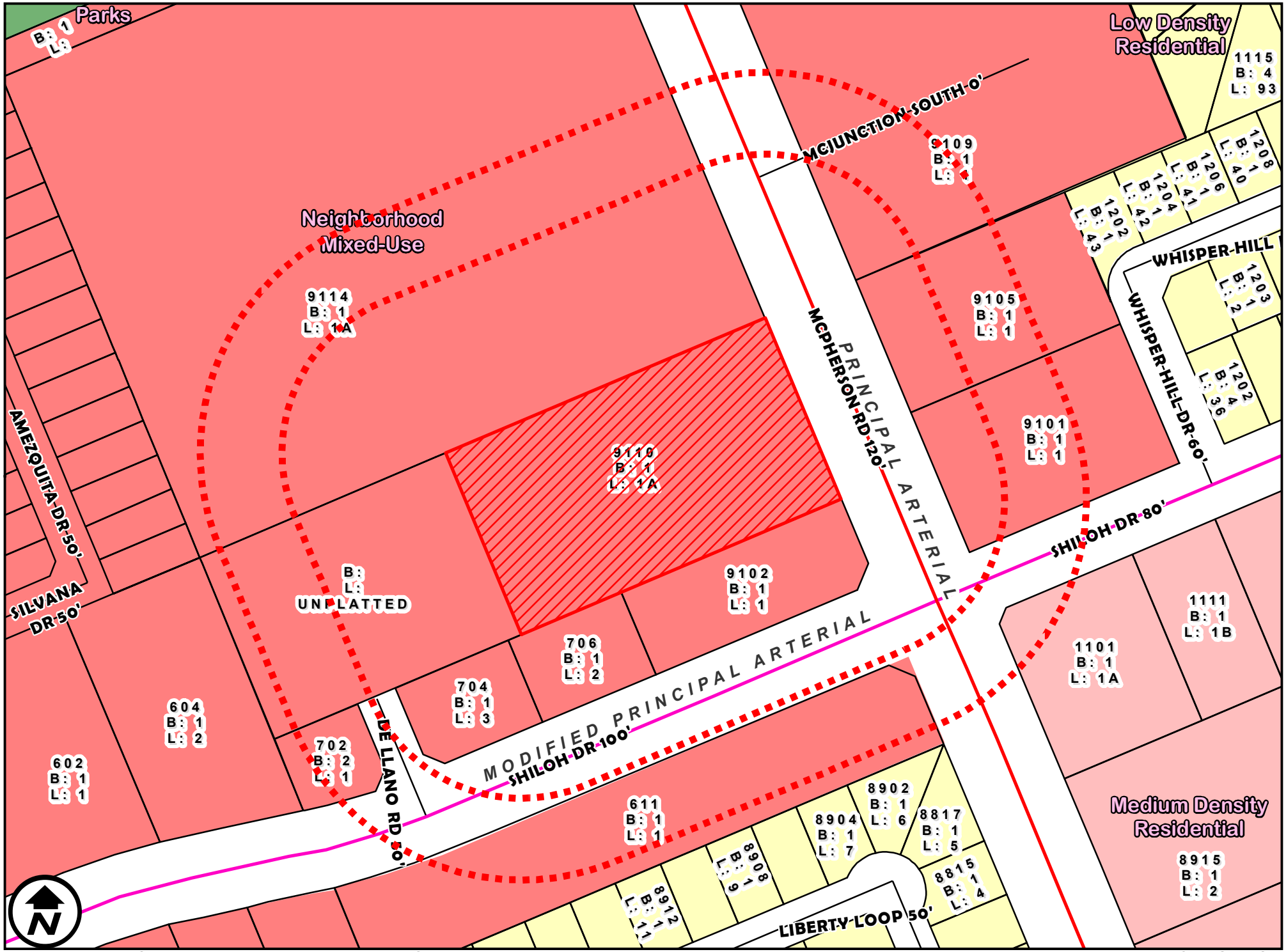


ZONING OVERVIEW

1 inch = 300 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

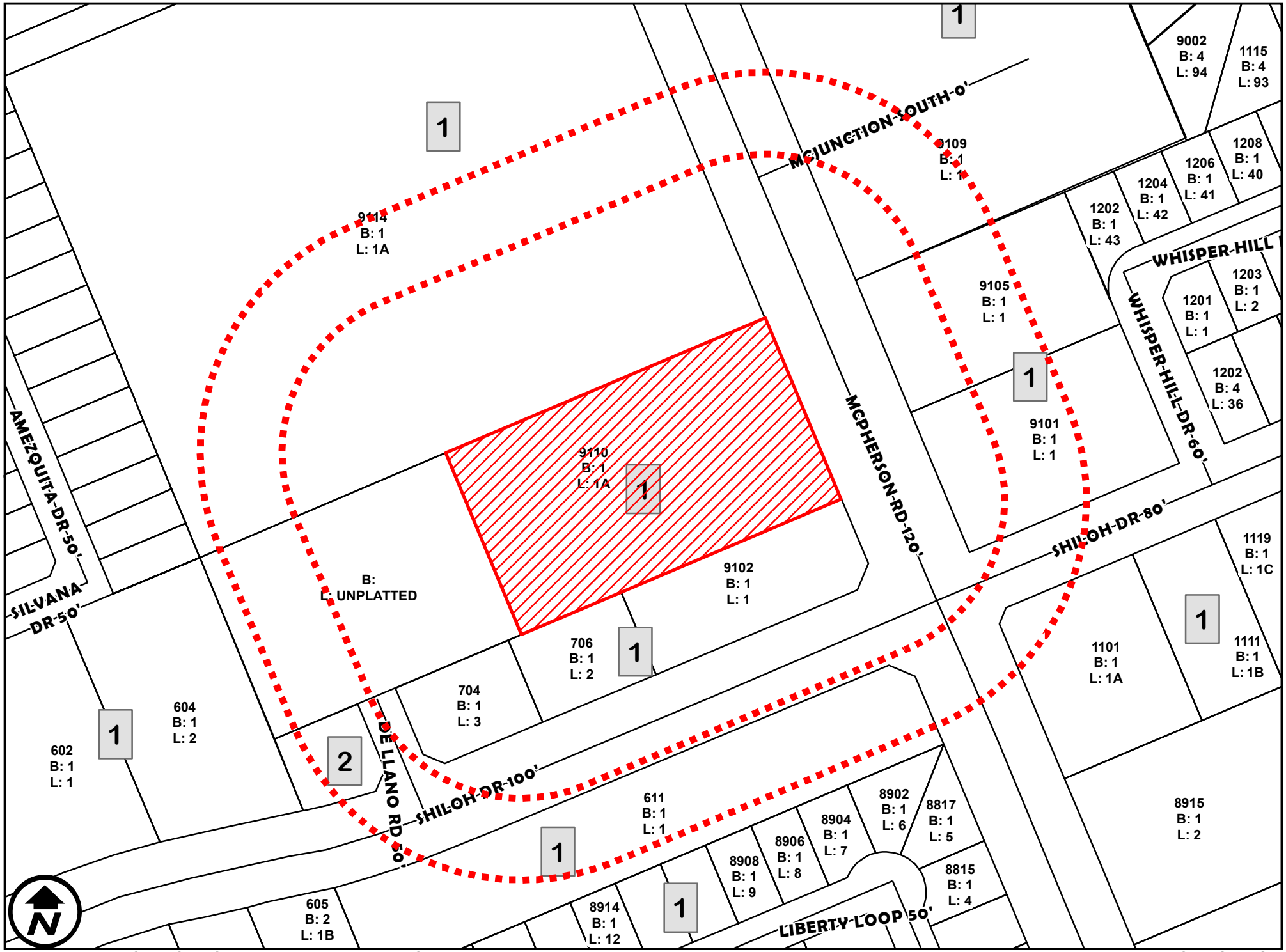


FUTURE LANDUSE

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

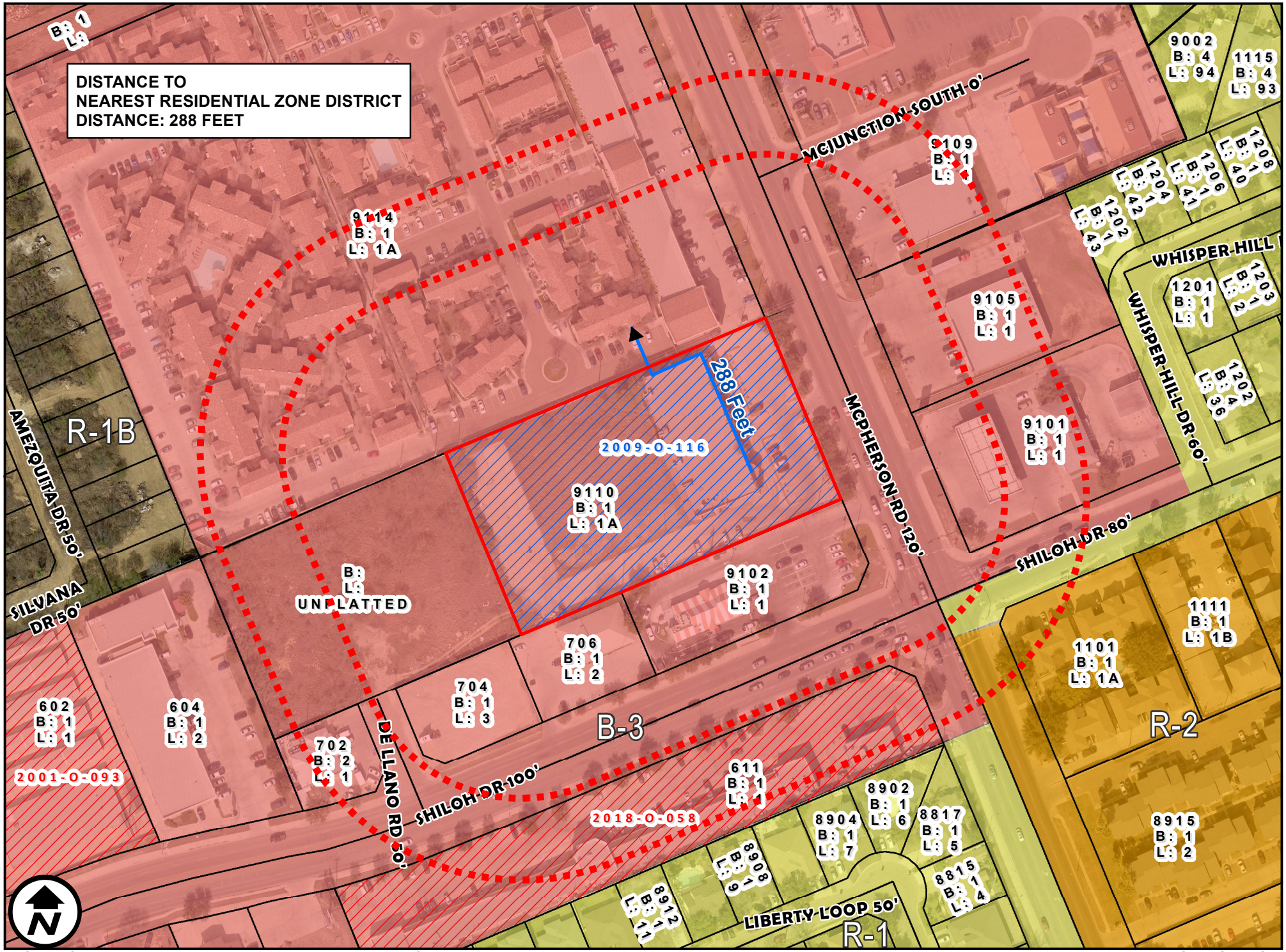


200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT



DISTANCE MAP

1 inch = 150 feet

ZC-028-2026
COUNCIL DISTRICT 6
9110 MCPHERSON ROAD, SUITE 1

APPLICATION FC
B-3 (COMMUNITY BUSINESS DISTRICT) TO
C.U.P. FOR AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT

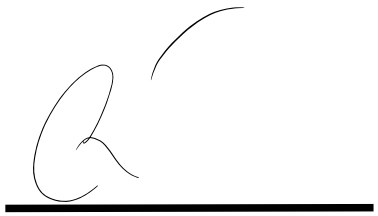
February 26th, 2026

To whom it may concern,

I, Anil Gupta, am requesting an amendment for the location 91190 Mcpherson Road. I am requesting ordinance No. 2023-0-011 to remove who the CUP is issued to and have the CUP issued to the property.

There will be approximately 10-15 employees hired. The hours of operations will be daily from 10:00 am to 11:00pm

Should you have any questions, please don't hesitate to call me at (956)206-7711



Anil Gupta

Per email correspondence, the applicant is also requesting an amendment to the condition to allow an extension of the existing conditional use permit. - DG

9110 MCPHERSON RD

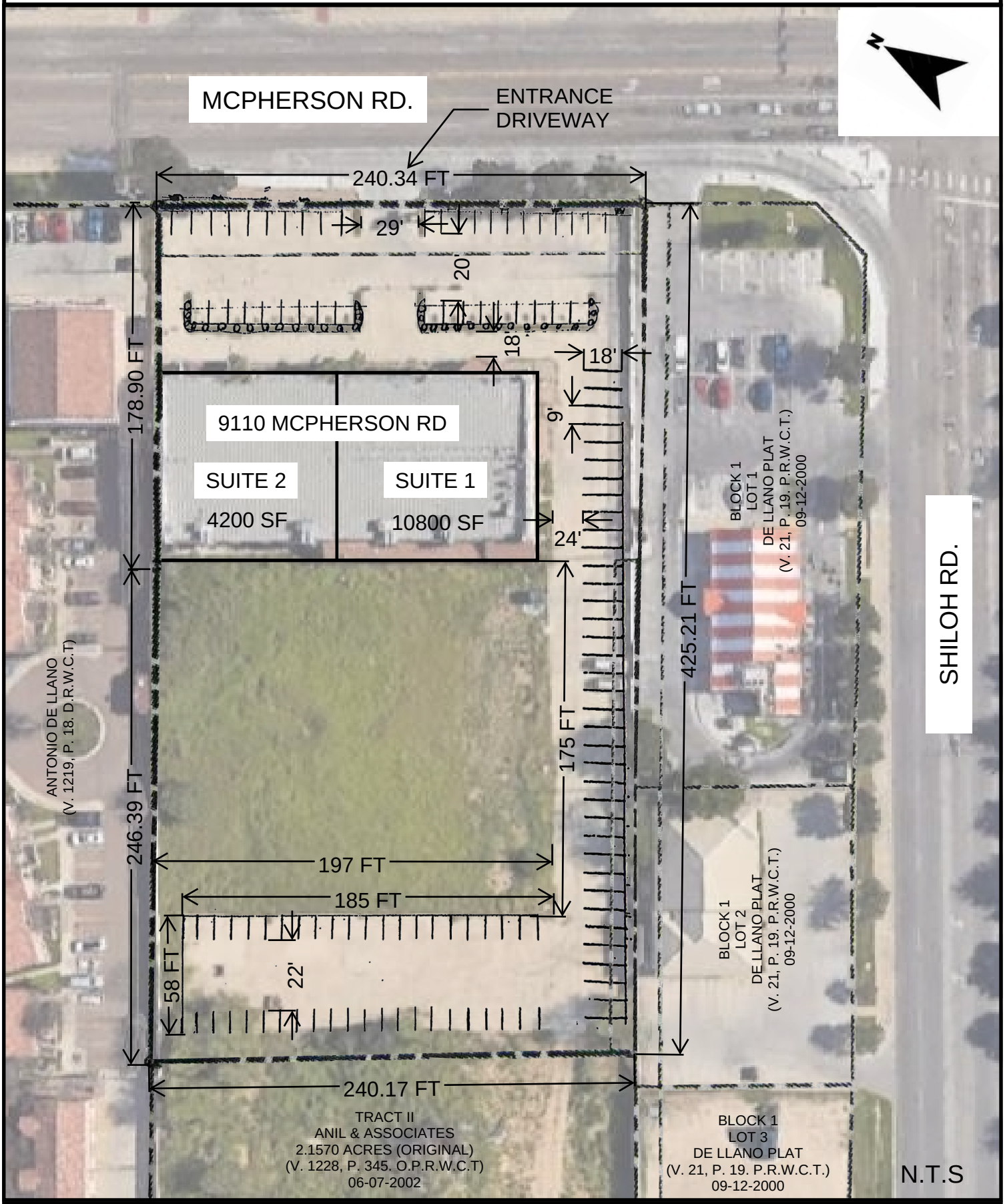


EXHIBIT B

ZC-028-2026
ATTENTION
PROPOSED
CONDITIONAL USE PERMIT

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2023-O-011 WHICH AUTHORIZED A CONDITIONAL USE PERMIT FOR AN AMUSEMENT REDEMPTION MACHINE ESTABLISHMENT ON LOT 1A, BLOCK 1, ANIL ASSOCIATES, LIMITED LIABILITY COMPANY, PHASE 1, LOCATED AT 9110 MCPHERSON ROAD, SUITE 1 (10,800 SQUARE FEET) IN ORDER TO REMOVE THE CURRENT PARTIES AND ISSUE THE CONDITIONAL USE PERMIT TO THE PROPERTY AND TO EXTEND THE CURRENT EXPIRATION DATE OF THE CONDITIONAL USE PERMIT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2023-O-011, which authorized a conditional use permit for an amusement redemption machine establishment on Lot 1A, Block 1, Anil Associates, Limited Liability Company, Phase 1, located at 9110 McPherson Road, Suite 1 (10,800 square feet) in order to remove the current parties and issue the conditional use permit to the property and to extend the current expiration date of the conditional use permit; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on **April 16, 2026**; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed Conditional Use Permit amendment to extend the current expiration for an additional 10 years, and recommended **denial** of the request to remove the currently approved parties associated with the existing Conditional Use Permit Amendment; and,

WHEREAS, notice of the Conditional Use Permit Amendment request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on **May 18, 2026**, on the request and finds the Conditional Use Permit Amendment appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Ordinance 2023-O-011 authorized a conditional use permit for an amusement redemption machine establishment on Lot 1A, Block 1, Anil Associates, Limited Liability Company, Phase 1, located at 9110 McPherson Road, Suite 1 (10,800 square feet) in order to remove the current parties and issue the conditional use permit to the property and to extend the current expiration date of the conditional use permit.

Section 2: The Conditional Use Permit is further restricted to the following provision herewith adopted by the City Council:

1. The C.U.P. shall be issued to Anil Gupta and Jorge Vicencio Barcenas, and shall be transferable only with the approval of the City Council, and shall be subject to all conditions of the initial approval, and such other conditions as the City Council may require.
2. ~~The C.U.P. is restricted to operating hours from 11:00 a.m. through 2:00 a.m.~~ *The C.U.P. is restricted to operating hours from 10:00 a.m. through 11:00 p.m.*
3. The C.U.P. is restricted to 10,800 square feet located within Suite 1 as per the site plan, Exhibit B, which is made part hereof for all purposes.
4. Signage is limited to that allowed in a B-3 District.
5. Owner shall provide parking places in compliance with Section 24.78 of the Laredo Land Development Code. ADA-compliant parking space(s) shall be required.
6. Off-site parking is prohibited.
7. Owner shall provide and maintain trees and shrubs in compliance with Section 24.83 of the Laredo Land Development Code.
8. Owner shall provide an opaque fence wall of not less than seven feet in height along property lines which abut or adjoin residential property or residential zoning district, in compliance with Section 24.79 of the Laredo Land Development Code.
9. Lighting of property shall be screened to avoid adverse impact on adjacent residential uses.
10. Outdoor music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on this site which are perceptible without instruments at any point on any property adjoining this property.
11. The sale and consumption of alcohol on premises is prohibited.
12. Owner shall make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
13. Owner shall comply with all Building, Fire and Life Safety Code Regulations as required.
14. Strobe lights, flashing lights, and any other outdoor lighting designed to attract

attention are prohibited.

15. Banners and window signs are prohibited.
16. ~~The C.U.P. shall be issued for ten (10) years from date of issuance.~~ *The C.U.P. amendment shall be extended for an additional ten (10) years from the date of issuance.*

Section 3: This ordinance shall be published in a manner provided by Section 2.09(D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 3.

Section 5: The Conditional Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.94.10, entitled "Revocation," according to the criteria and procedures described therein.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 17.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 1, Los Corralitos Subdivision, located at 18215 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff supports the application.

ZC-039-2026
District VII

Council District: District 7 **Zone Case:** ZC-039-2026

Letters sent to property owners: 12

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

City Council-Regular Meeting

Date: 05/18/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Nohemi and Pilar Sanchez Jr., Owner
Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 1, Los Corralitos Subdivision, located at 18215 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff supports the application.

ZC-039-2026
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII – Cm. Vanessa Perez

Proposed use: The proposed use is a Truck Tire Repair.

Site: The site is currently occupied by a residential structure, with a truck service operation located at the rear of the property.

Surrounding land uses: To the north of the site is Speedco Truck Lube and Tires and Love's Travel Stop. To the east of the site is FM1472 (Mines Road). To the south of the site is Ortiz Truck Park, Suarez Truck, and El Pico Road. To the west of the site is vacant land, and multiple truck repairs.

Comprehensive Plan: The Future Land Use Map recognizes this area as Agricultural/Rural.
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 Road as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 12
Inside 200' Radius: **In Favor:** 0 **Opposed:** 0
Outside 200' Radius: **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **7** to **0** vote recommended **approval** of the proposed zone change.

STAFF RECOMMENDATION

Staff **supports** the proposed zone change for the following reasons:

1. The subject site is located in an area where M-1 zoning predominates to the north. Therefore, the proposed zoning designation will not result in the creation of an isolated zoning district.
2. The proposed use is compatible with the surrounding area, as there are similar uses nearby, including trucking and transportation service operations.
3. The proposed site meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 2.39 acres (1 acre = 43,560 feet.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

Staff **supports** the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. There are already similar uses within the vicinity.

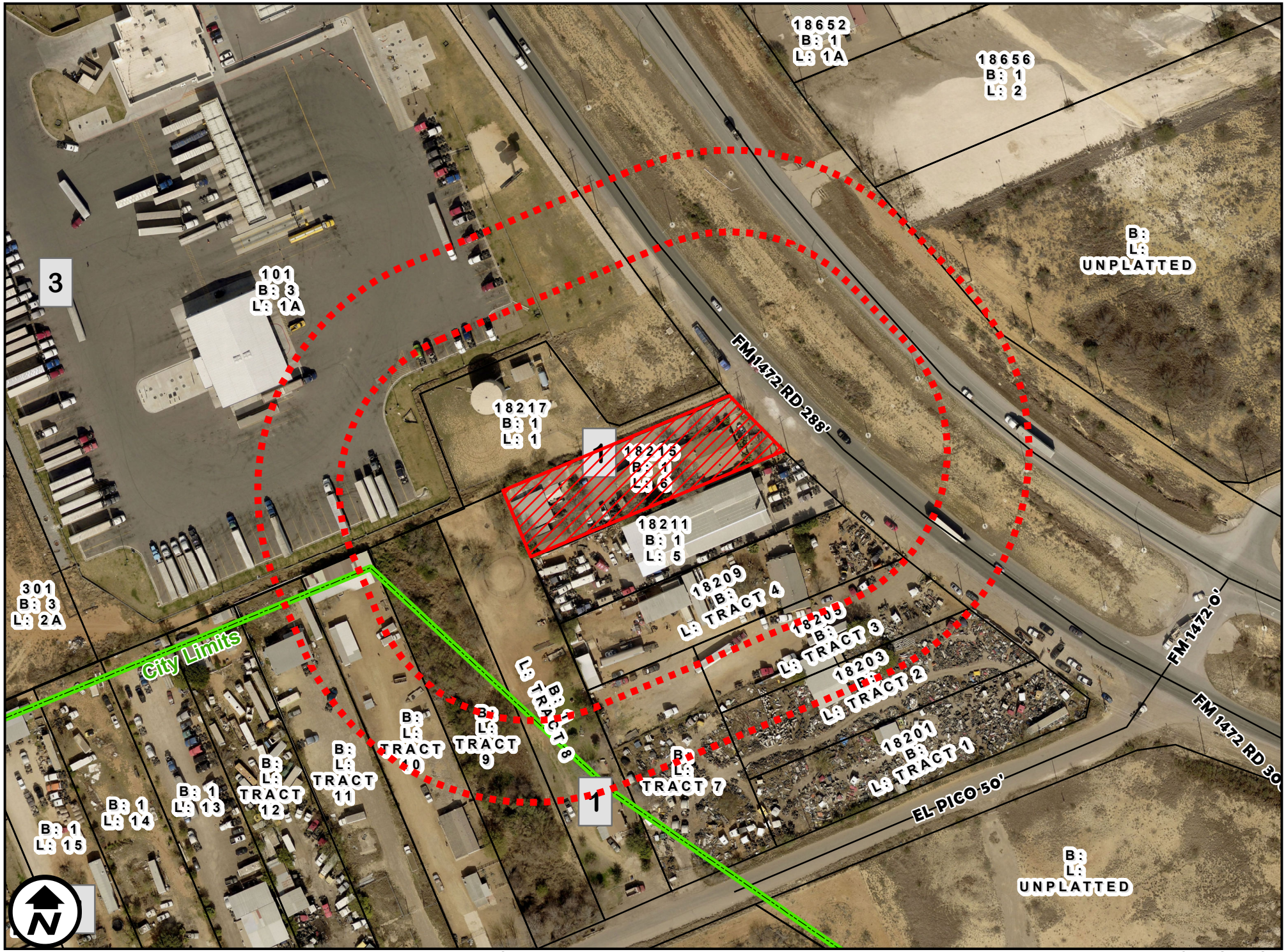
Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing AG does not allow for a Truck Tire Repair intended by the applicant.

Attachments

Maps
Zone Change Signage
Comp Plan Alignment
Draft Ordinance

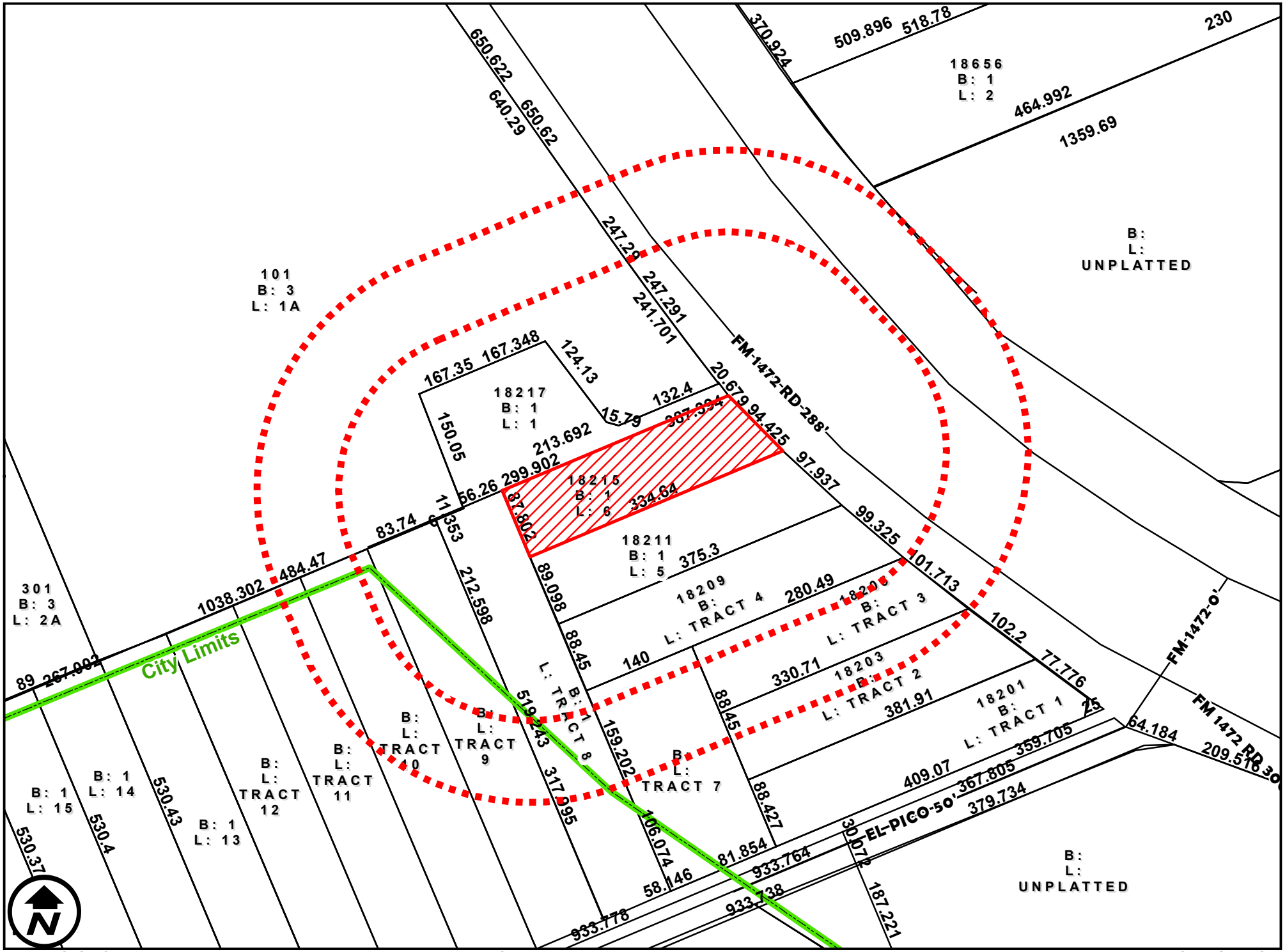


AERIAL MAP

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGH MANUFACTURING DISTRICT)

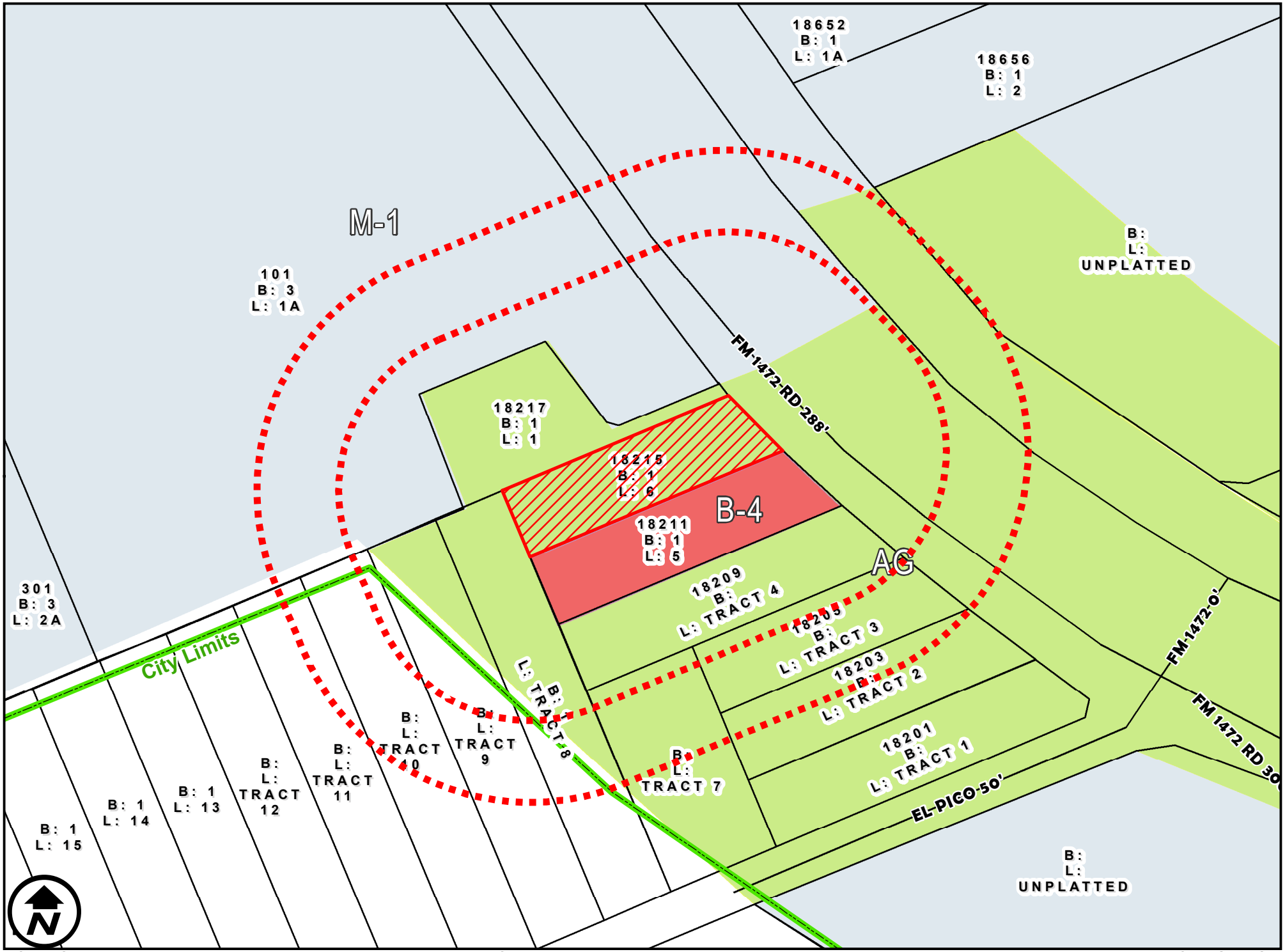


DIMENSIONS MAP

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGH MANUFACTURING DISTRICT)

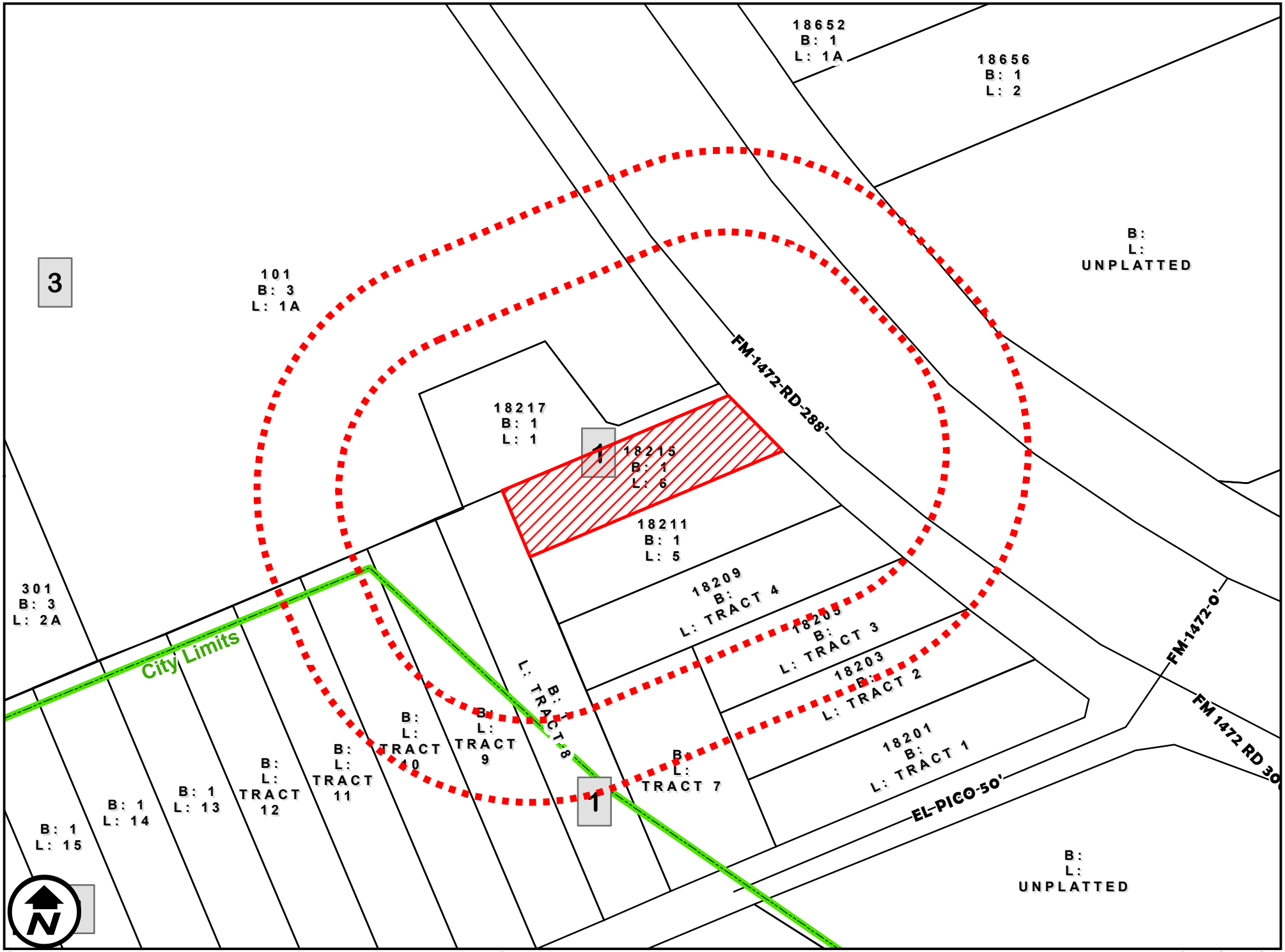


ZONING MAP

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FO
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGH MANUFACTURING DISTRICT)

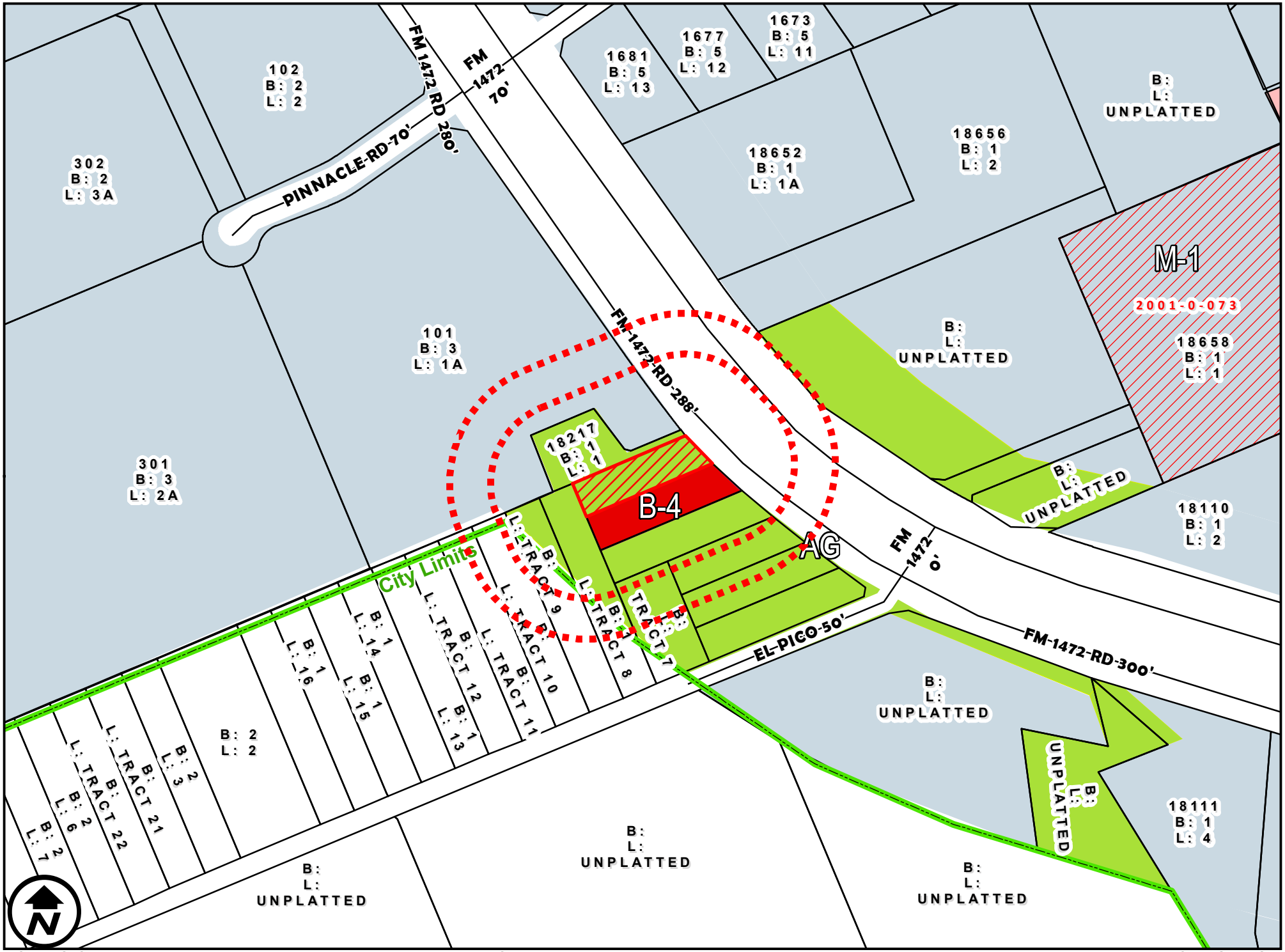


SURVEY MAP

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGH MANUFACTURING DISTRICT)

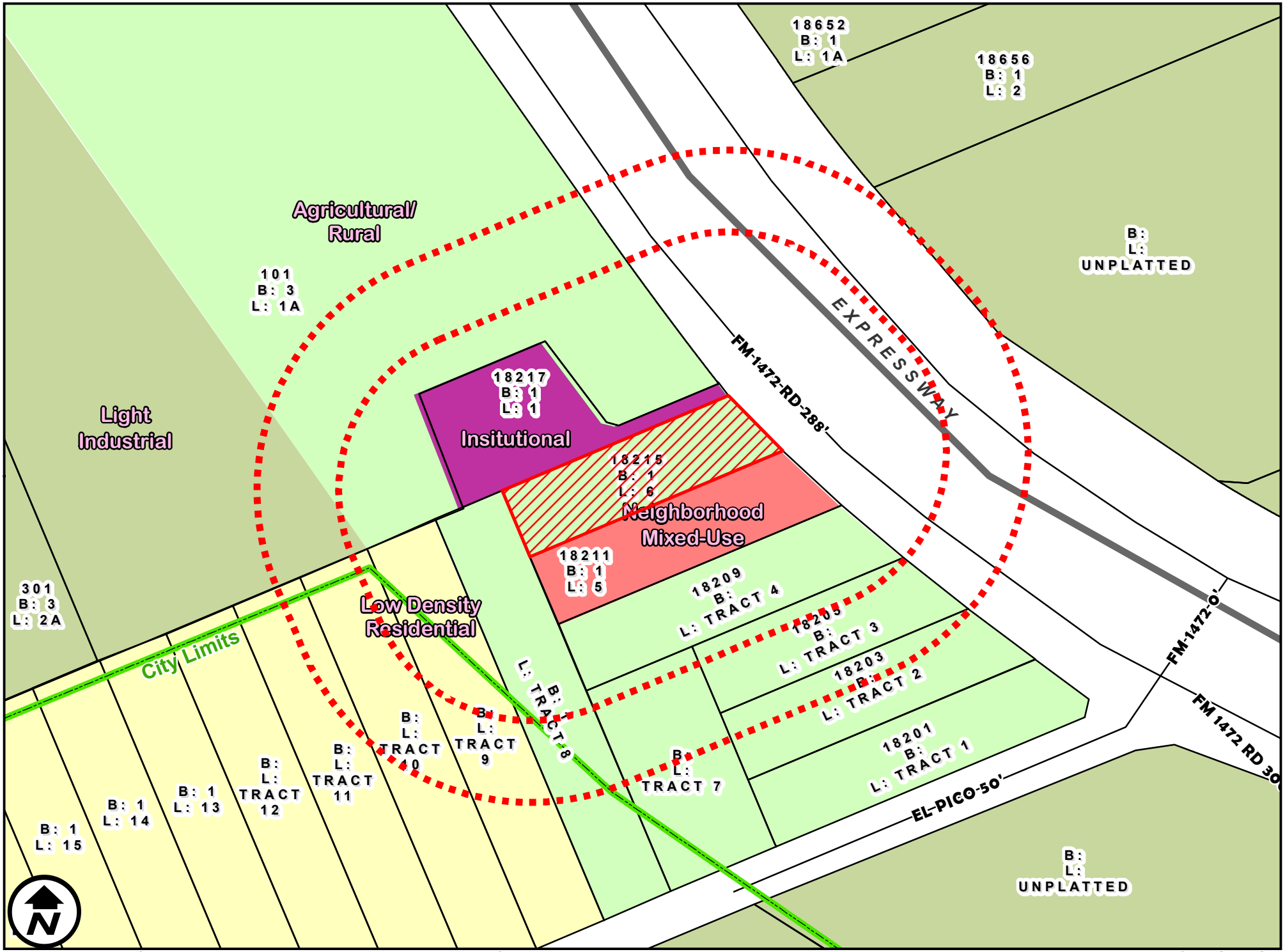


ZONING OVERVIEW

1 inch = 300 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGH MANUFACTURING DISTRICT)

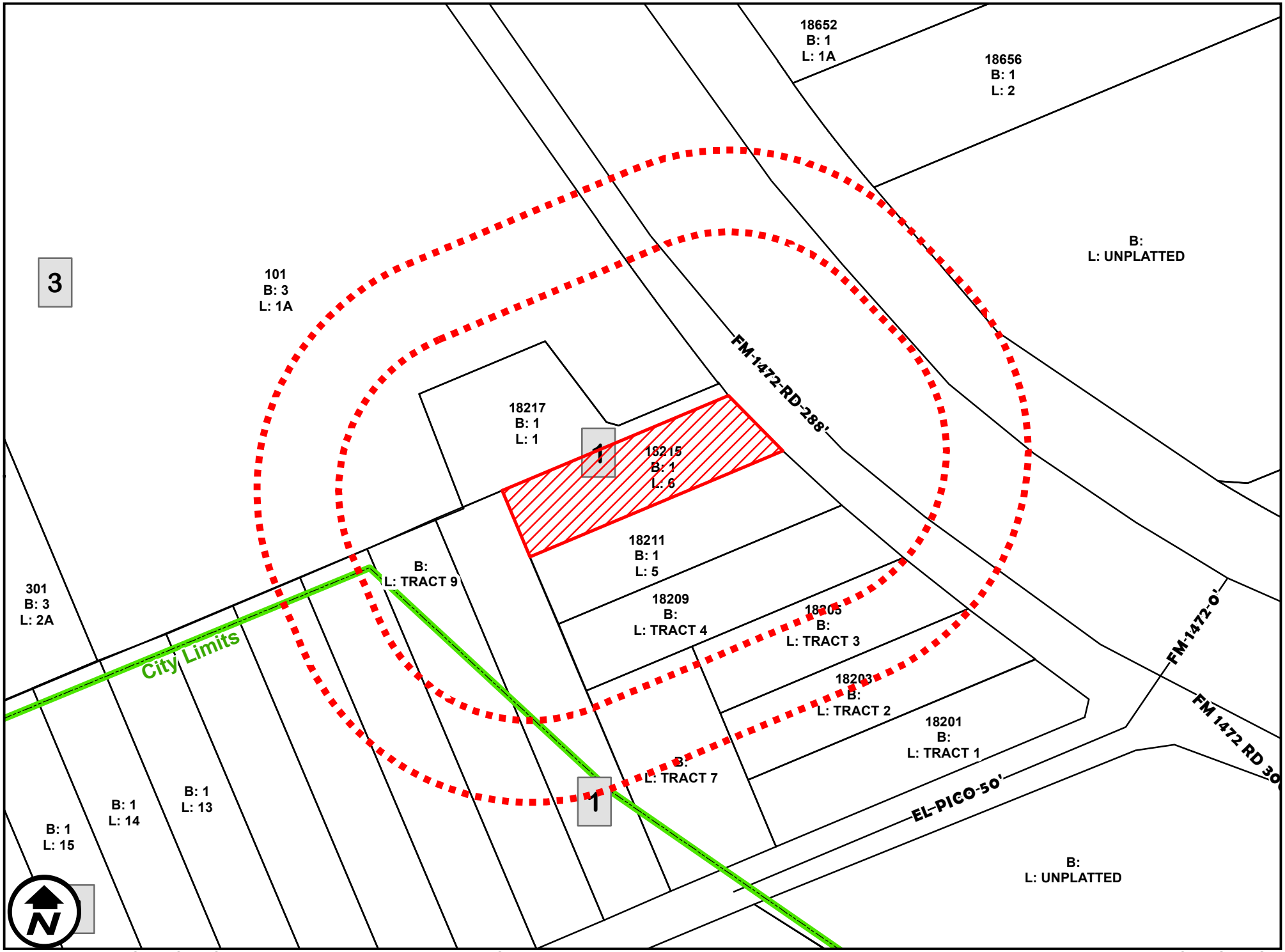


FUTURE LANDUSE

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGH MANUFACTURING DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 150 feet

ZC-039-2026
COUNCIL DISTRICT 7
18215 FM 1472

APPLICATION FC
AG (AGRICULTURAL DISTRICT) T
M-1 (LIGH MANUFACTURING DISTRICT)

18215
DO NOT BLOCK DRIVEWAY
24 HOUR ACCESS REQUIRED
39
ZC-039-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO M-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

City Council Agenda Item ZC-039-2026, proposing rezoning from **AG (Agricultural District) to M-1 (Light Manufacturing District)**

---

1. Level of Alignment

☐ Strong
☑ **Moderate** – Indirectly supports or contributes to the intent of a verbatim goal or policy.
☐ Weak/None

---

2. Supporting Goal(s)/Policy(ies)

Goal 9.1

"Support and expand existing businesses while attracting new industry and employers to strengthen and diversify the local economy."
Page 365
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed rezoning facilitates a truck tire repair business within an established trucking and logistics corridor (FM 1472/Mines Road). This supports economic activity tied to Laredo's freight and logistics industry, aligning with the goal of strengthening and diversifying the local economy.

Policy 9.1.1

"Support a diversified industrial base that includes logistics, manufacturing, and value-added processing and distribution."
Page 366
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The proposed use directly supports logistics-related services (truck repair), which are essential components of the regional freight network. This aligns with the policy's emphasis on supporting logistics and industrial activities.

Policy 3.2.1

"Direct higher-intensity commercial uses to major corridors and arterial roadways where infrastructure can adequately support such development."
Page 93
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject site is located along FM 1472 (Mines Road), identified as an expressway. This corridor is heavily utilized for industrial and trucking activities, making it appropriate for more intensive uses such as truck service operations, consistent with this policy.

---

3. Summary of Alignment

The proposed rezoning from AG to M-1 demonstrates **moderate alignment** with the *Viva Laredo Comprehensive Plan*. The request supports **Goal 9.1** and **Policy 9.1.1** by facilitating logistics-related economic activity within a corridor already characterized by trucking and industrial uses. Additionally, the location along FM 1472, an expressway, aligns with **Policy 3.2.1**, which directs higher-intensity uses to major transportation corridors.

However, the Future Land Use Map designates the area as **Agricultural/Rural**, which does not explicitly support industrial zoning. While the surrounding context reflects an existing industrial pattern, this inconsistency with the adopted land use designation prevents a classification of strong alignment.

The proposal intersects with broader planning themes such as **economic development**, **freight mobility**, and **industrial clustering**, while also reflecting incremental deviation from long-term land use planning designations.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 6, BLOCK 1, LOS CORRALITOS SUBDIVISION, LOCATED AT 18215 FM 1472, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 6, Block 1, Los Corralitos Subdivision, located at 18215 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 6, Block 1, Los Corralitos Subdivision, located at 18215 FM 1472, from AG (Agricultural District) to M-1 (Light Manufacturing District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 18.**

SUBJECT
Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 59.55 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas Del Sur Road and east of Cuatro Vientos Road, from AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff does not support the application.

ZC-042-2026
District I

Council District: District 1 **Zone Case:** ZC-042-2026

Letters sent to property owners: 10

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

City Council-Regular Meeting

Date: 05/18/2026

Initiated By: Ramon Chavez, Assistant City Manager

Initiated By: Cuatro Vientos South, Ltd., Ricardo M. Villarreal, Representative

Staff Source: Vanessa Guerra, MPA, AICP, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 59.55 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas Del Sur Road and east of Cuatro Vientos Road, from AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change, and staff does not support the application.

ZC-042-2026

District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I – Cm. Gilbert Gonzalez

Proposed use: The proposed use is commercial. The applicant did not identify the specific proposed use.

Site: The site is currently vacant, undeveloped land.

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant, undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as predominantly Medium Density Residential, High Density Residential, Neighborhood Mixed-Use, and Parks.

https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway. However, Lomas del Sur Road is being proposed as a 120-foot-wide road.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 10
Inside 200' Radius: In Favor: 0 **Opposed:** 0
Outside 200' Radius: In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a **8** to **0** vote recommended **approval** of the proposed zone change.

STAFF RECOMMENDATION

Staff **does not support** the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan, which designates this area as Medium Density Residential, High Density Residential, Neighborhood Mixed-Use, and Parks. These designations do not support B-4 zoning districts.

2. The proposed site is adjacent to the Buena Vista Sports Complex, which generates consistent passenger vehicle activity; introducing B-4 uses could add 18-wheeler traffic, potentially resulting in increased congestion and safety concerns.

3. The B-4 zoning district permits higher-intensity uses, including bars, warehousing, and heavy equipment operations such as tractor-trailers. This type of activity would be incompatible with the adjacent Buena Vista Sports Complex, which is intended to serve families and the general public.

4. A B-3 zoning district would be more appropriate at this location, as it would allow for commercial uses that could complement and support the Buena Vista Sports Complex, such as restaurants, retail, and service-oriented businesses.

    - Any uses that would require a zoning higher than a B-3 zone, may apply for a conditional use permit. However, a conditional use permit is not guaranteed.

5. The proposed zone change may adversely impact the surrounding area and future development patterns, particularly due to its proximity to and direct adjacency with the Buena Vista Sports Complex, which is intended to serve as a recreational and community-oriented use.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

Staff **does not support** the application.

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant land and the Buena Vida Sports Complex.

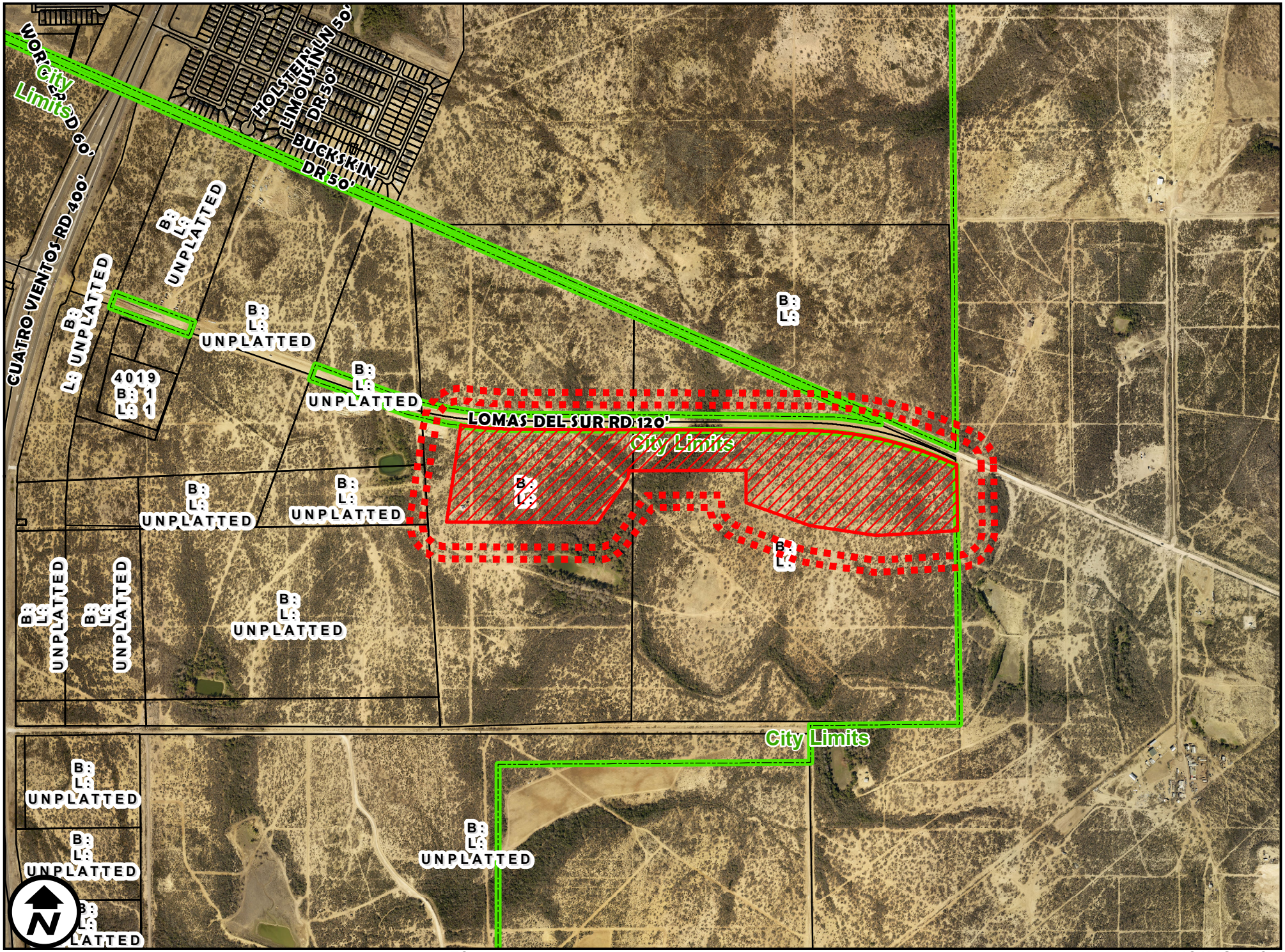
Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The proposed zone will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?
The proposed zone change is anticipated to have a negative impact on the surrounding area and nearby developments, as the site directly abuts the Buena Vista Sports Complex.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a highway commercial uses as intended by the applicant. The applicant did not specify the specific proposed use.

Attachments

Maps
Combine Cases Aerial Map
Buena Vista Sports Complex
Aerial Map
Survey
Zone Change Signage
Comp Plan Alignment
Draft Ordinance



AERIAL MAP

1 inch = 1,000 feet

ZC-042-2026

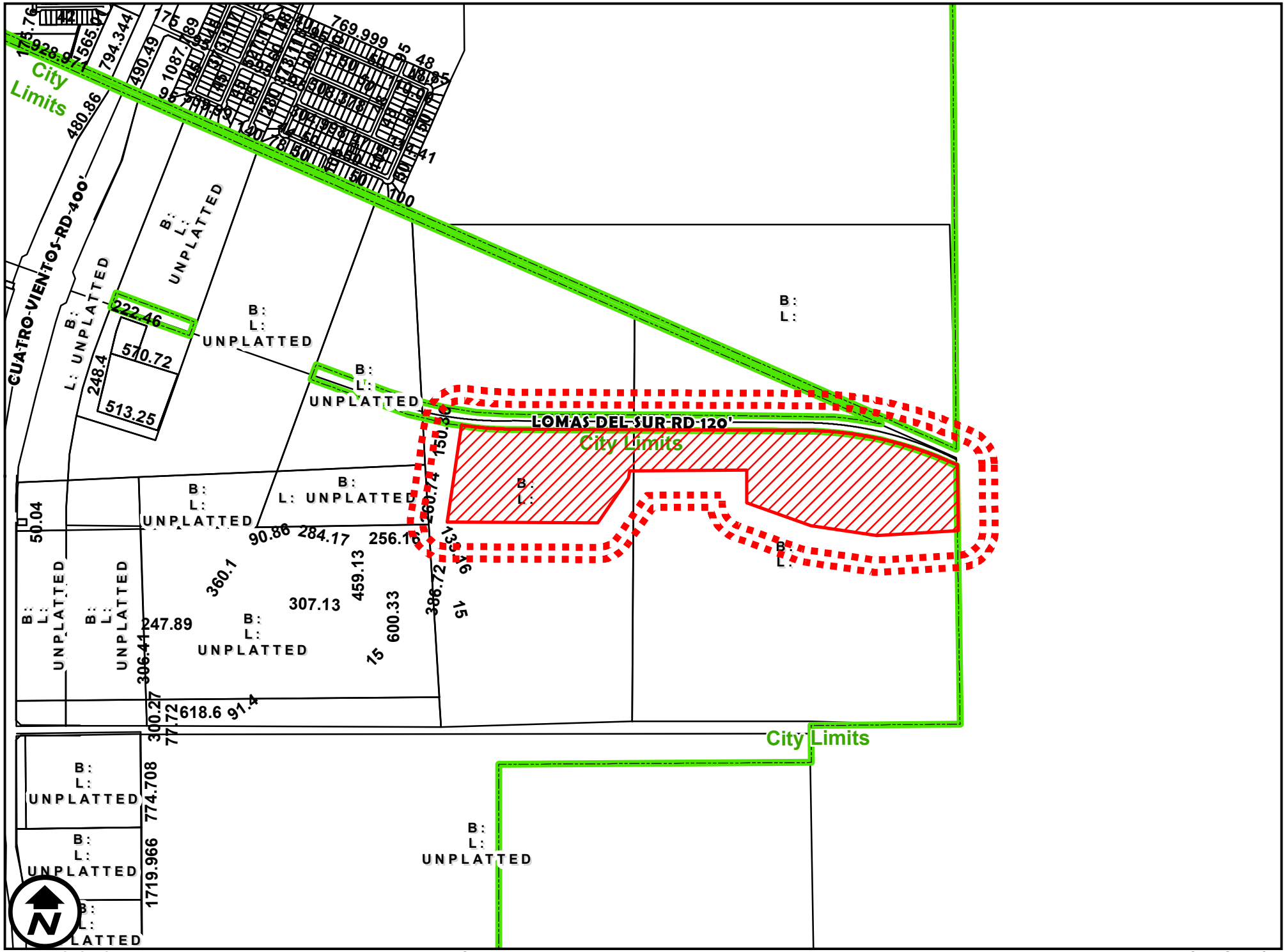
COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T

B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 1,000 feet

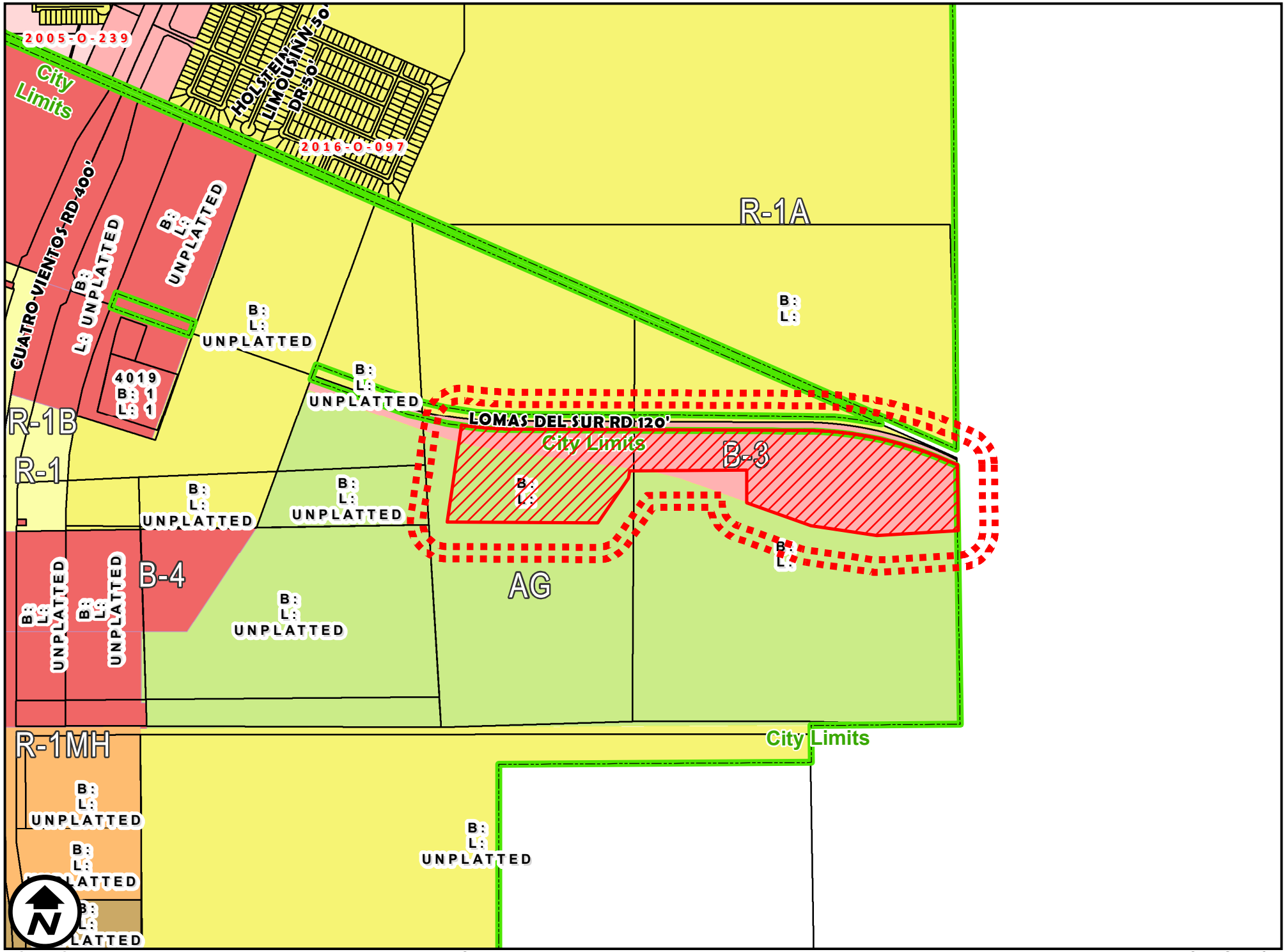
ZC-042-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP

1 inch = 1,000 feet

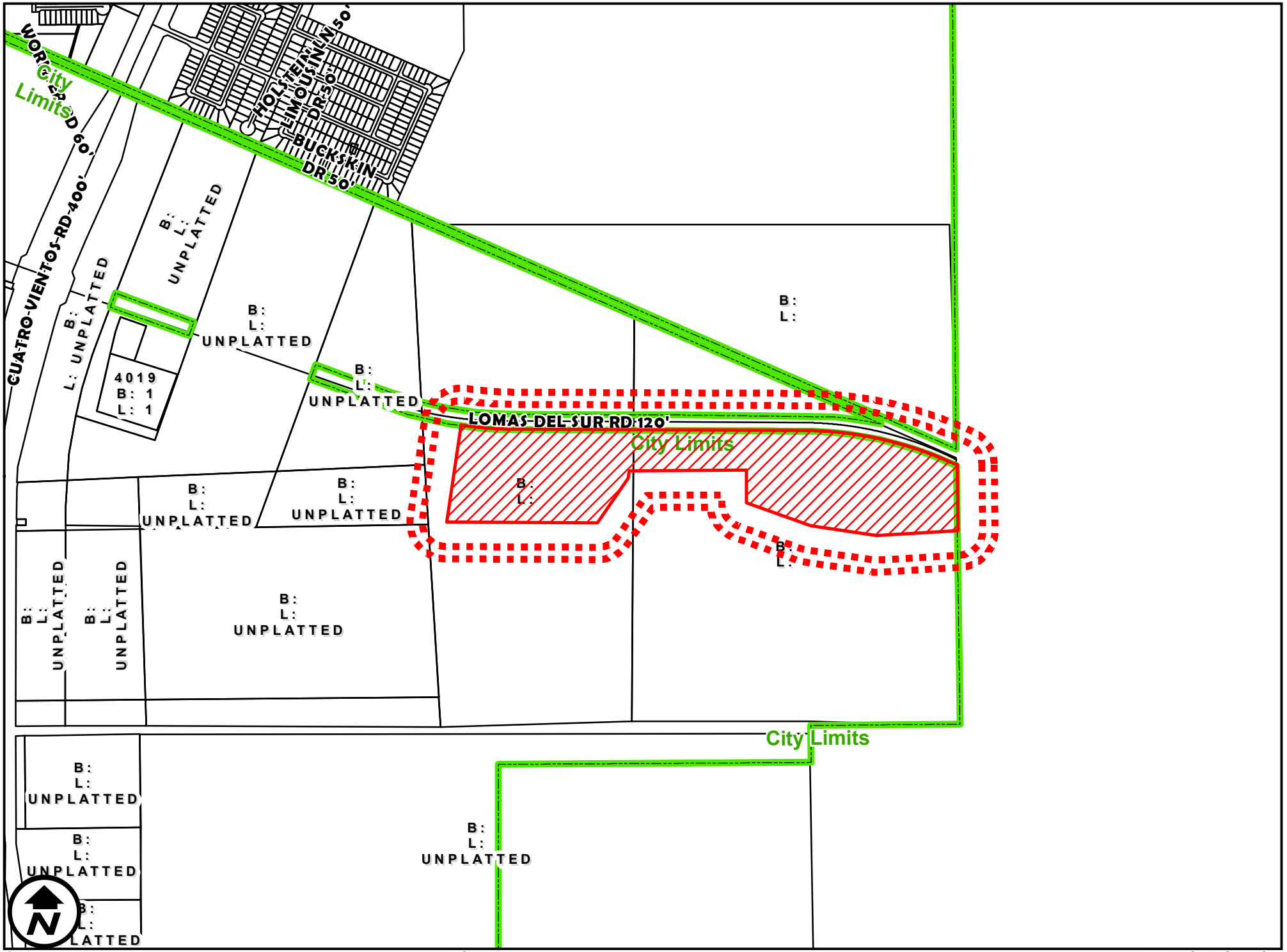
ZC-042-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY MAP

1 inch = 1,000 feet

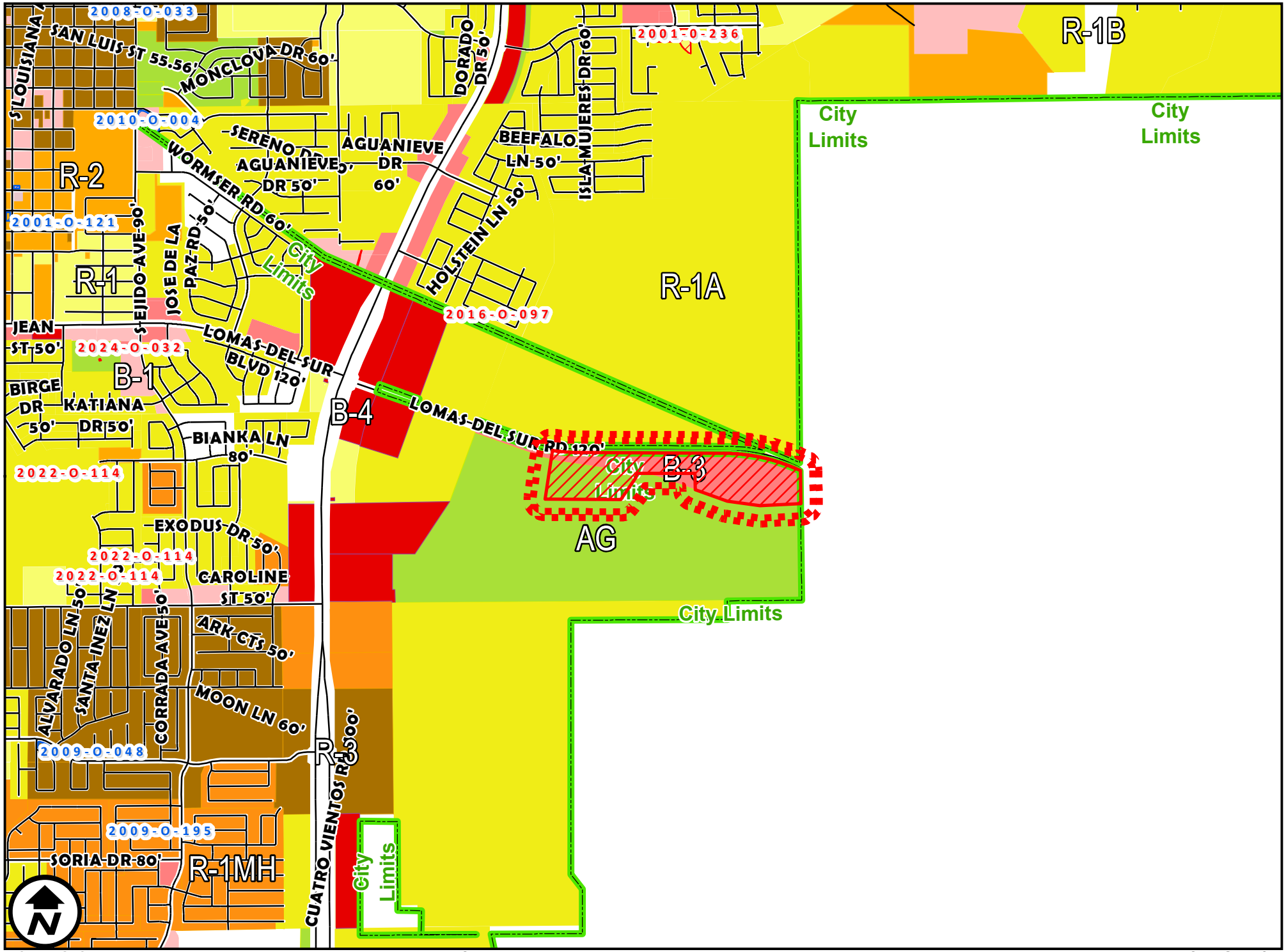
ZC-042-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW

1 inch = 2,000 feet

ZC-042-2026

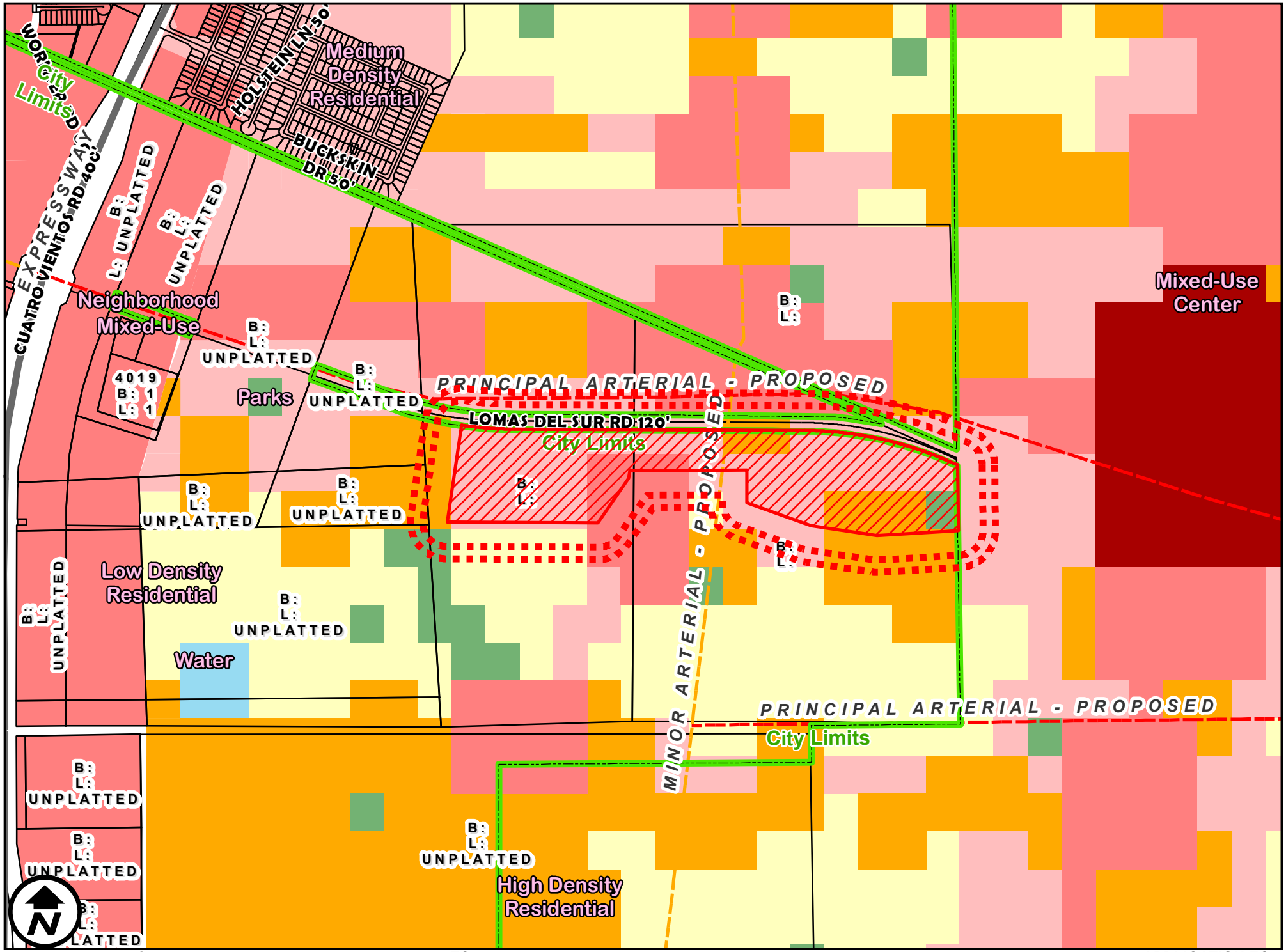
COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T

B-4 (HIGHWAY COMMERCIAL DISTRICT)

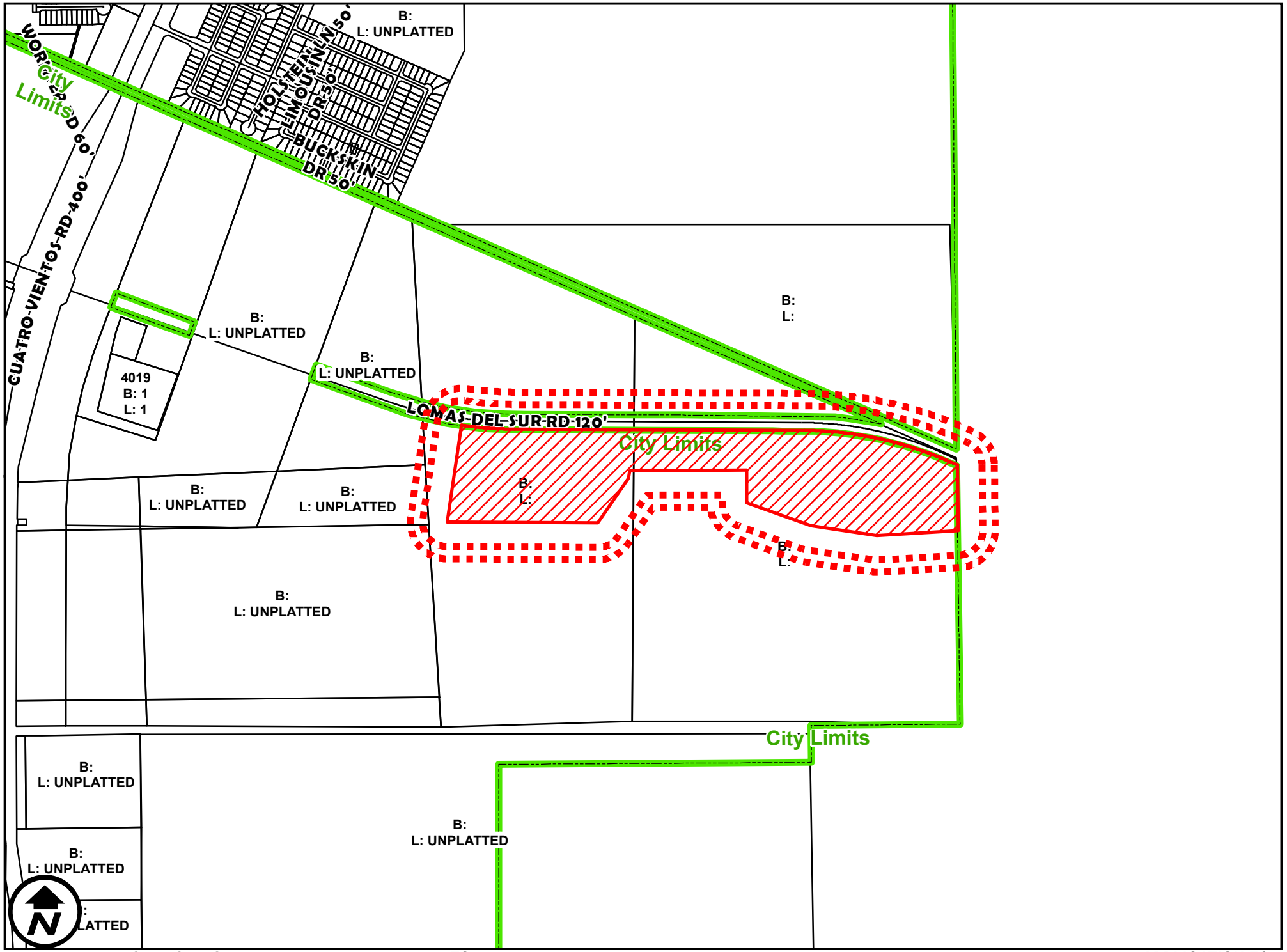


FUTURE LANDUSE

1 inch = 1,000 feet

ZC-042-2026
COUNCIL DISTRICT 1
SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO
AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 1,000 feet

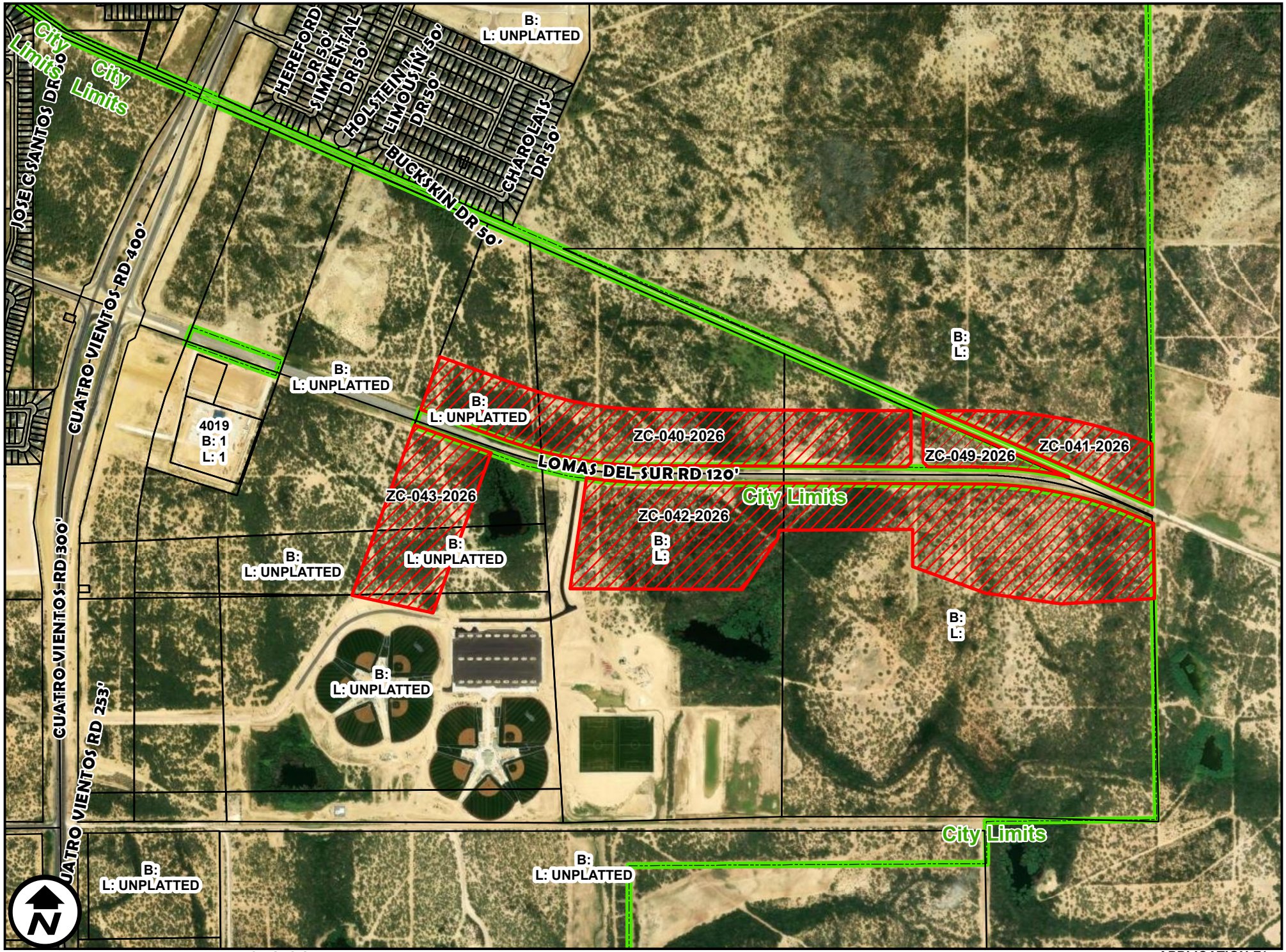
ZC-042-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FO

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

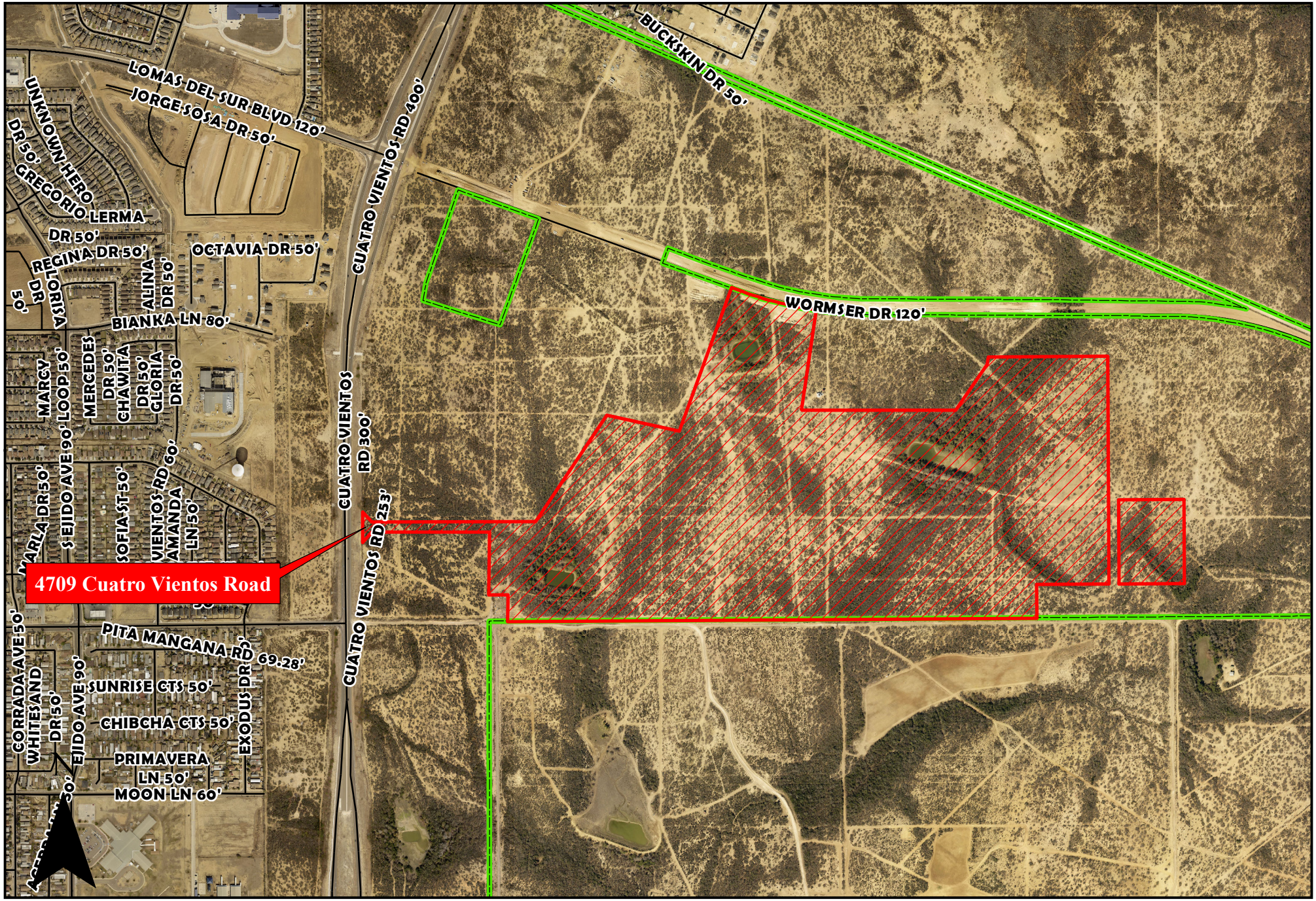
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) · B-4 (HIGHWAY COMMERCIAL DISTRICT)

APPLICATION FO

Date: 7/17/2023

LOCATION MAP

PLANNING AND ZONING DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

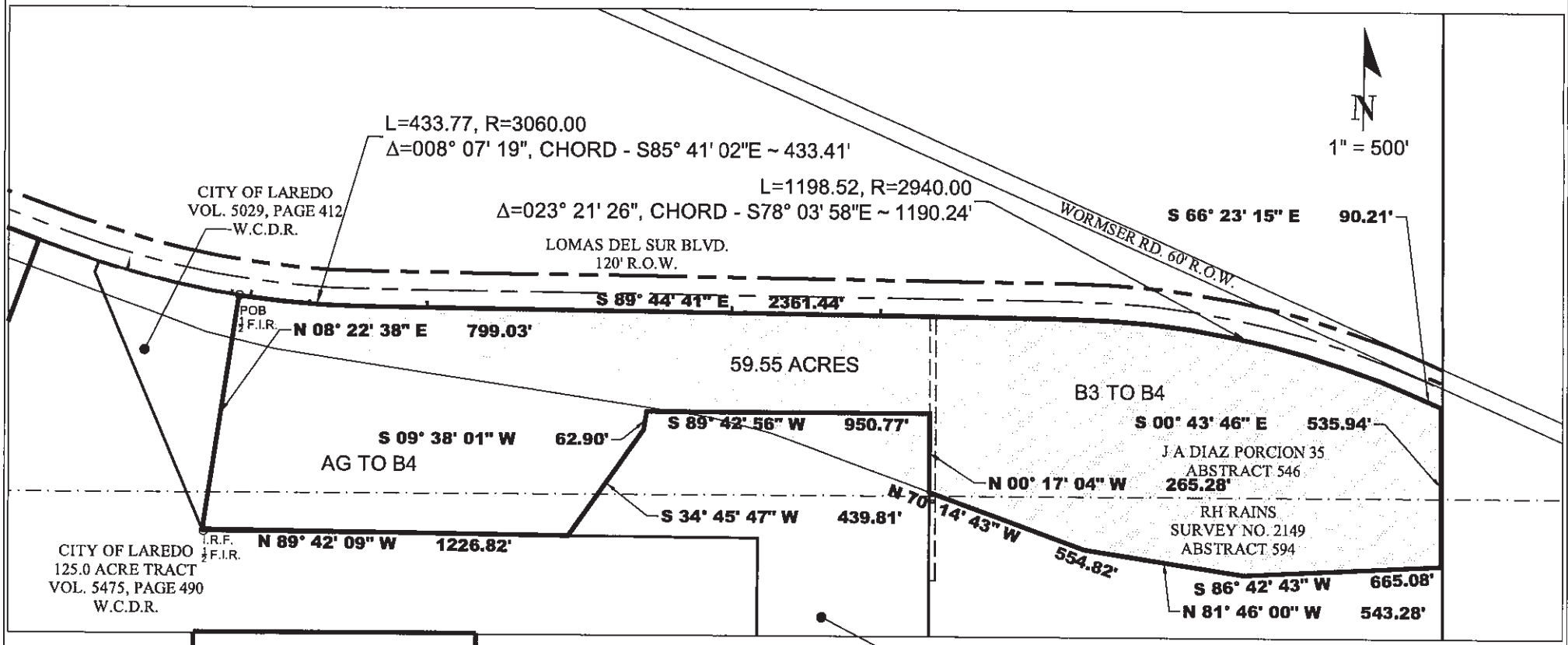
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 1,000 feet

LEGEND	
O	PROPERTY CORNER
———	PROPERTY LINE
·····	LOT LINE
FIR	FOUND IRON ROD
FC	FENCE CORNER

A SURVEY OF AN 59.55 ACRE TRACT OF LAND, BEING OUT OF A CUATRO VIENTOS TRACT, CONVEYED BY DEED VOL. 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF PORCION 35, ABSTRACT 546, J.M. DIAZ ORIGINAL GRANTEE, ALSO BEING OUT OF SURVEY 2149, ABSTRACT 594 R.H. RAINS ORIGINAL GRANTEE, CITY OF LAREDO WEBB COUNTY TEXAS

TOPSITE Civil Group
10901 INTERNATIONAL BLVD., SUITE 300
LAREDO, TEXAS, 78045
TEL. 956.725.5057
WEB. WWW.TOPSITECIVIL.COM
TBPELS ENGINEERING FIRM REG. F-22574
TBPELS SURVEY REG. 10194686



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

MARCH 17TH, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

100

EXHIBIT OF

59.55 ACRE TRACT

OUT OF PORCION 35, J.M. DIAZ A-546 ALSO OUT
OF SURVEY NO. 2149, ABSTRACT 594 RH RAINS
ORIGINAL GRANTEE,
WEBB COUNTY, TEXAS

DATE: MARCH 17, 2026
SHEET: 1 OF 2

BEING A TRACT OF LAND CONTAINING 59.55 ACRES, MORE OR LESS, BEING OUT OF A TRACT OF LAND, BEING RECORDED IN VOLUME 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF ABSTRACT 546, PORCION 35, J.M. DIAZ ORIGINAL GRANTEE, SURVEY NO. 2149, ABSTRACT 594 RH RAINES ORIGINAL GRANTEE, CITY OF LAREDO, WEBB COUNTY, TEXAS. SAID 59.55 ACRE TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½"IRON ROD BEING THE NORTH MOST CORNER OF A CITY OF LAREDO TRACT, CONVEYED IN VOL. 5029, PG. 412, ALSO BEING ON THE SOUTH ROW LINE OF LOMAS DEL SUR, A 120' ROW , ALSO BEING A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 3,060.00' AND A CHORD OF S 85° 41' 02" E ~ 2361.44'

THENCE ALONG SAID CURVE AN ARC LENGTH OF 433.77' TO A POINT OF TANGENCY

THENCE **S 89° 44' 41" E** A DISTANCE OF **2,361.44'** TO A POINT OF CURVATURE HAVING A CHORD OF S 78° 03' 58" E ~ 1190.24' A RADIUS OF 2940.00' TO A POINT OF NON TANGENCY

THENCE **S 66° 23' 15" E** A DISTANCE OF **90.21'**

THENCE **S 00° 43' 46" E** A DISTANCE OF **535.94'**

THENCE **ACROSS THE FOLLOWING BEARINGS AND DISTANCES**
S 86° 42' 43" W ~ 665.08'
N 81° 46' 00" W ~ 543.28'
N 70° 14' 43" W ~ 554.82'
N 00° 17' 04" W ~ 265.28'
S 89° 42' 56" W ~ 950.77'
S 09° 38' 01" W ~ 62.90'
S 34° 45' 47" W ~ 439.81'
N 89° 42' 09" W ~ 1226.82'

THENCE **N 08° 22' 38" E** AT **799.03'** TO A FOUND 1/2 - INCH DIAMETER IRON ROD BEING THE POINT OF BEGINNING AND CONTAINING 59.55 ACRES, MORE OR LESS.

TOPSITE Civil Group
6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	--
FIELD DATE:	--
DRAWN BY:	K.J.E.
APPROVED:	M.E.E.
DATE:	03/17/2026
SHEET:	1 of 2
FILE PATH:	rezone survey 2.dwg
SCALE:	NTS

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

AUGUST 28, 2023

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

ZC-042-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G B-3 TO B-4

City Council Agenda Item ZC-042-2026, proposing rezoning from **AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District)**

---

1. Level of Alignment

☐ Strong
☐ Moderate
☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Goal 1.3

"Ensure the Future Land Use Map and zoning ordinance are aligned and consistently applied."
Page 60
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The Future Land Use Map designates the subject property as **Medium Density Residential, High Density Residential, Neighborhood Mixed-Use, and Parks**. The proposed rezoning to B-4 (Highway Commercial District) introduces high-intensity regional commercial uses that are not supported by these land use categories, directly conflicting with the Plan's directive for consistency.

Policy 6.1.2

"Promote compatibility between land uses and ensure appropriate transitions between differing land use intensities."
Page 285
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The B-4 zoning district permits high-intensity commercial uses such as bars, warehousing, and heavy truck operations. The subject site is adjacent to the Buena Vista Sports Complex, a community-oriented recreational facility, and future residential areas. The introduction of such uses would not provide an appropriate transition and would be incompatible with surrounding and planned land uses.

Policy 3.2.1

"Direct higher-intensity commercial uses to major corridors and arterial roadways where infrastructure can adequately support such development."
Page 93
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although Cuatro Vientos Road is identified as an expressway, supporting higher-intensity uses in principle, the surrounding infrastructure—particularly Lomas del Sur Road—is not fully developed to its planned capacity. This limits the site's ability to adequately support the intensity of B-4 uses, conflicting with the infrastructure readiness emphasized in this policy.

---

3. Summary of Alignment

The proposed rezoning to B-4 demonstrates **Weak/None** alignment with the *Viva Laredo Comprehensive Plan*. The request directly conflicts with the **Future Land Use Map**, which designates the area for residential, mixed-use, and park uses, thereby violating **Goal 1.3** regarding consistency between zoning and adopted land use policy.

Additionally, the introduction of high-intensity highway commercial uses is incompatible with adjacent and planned land uses, particularly the **Buena Vista Sports Complex** and future residential development, conflicting with **Policy 6.1.2**. While proximity to an expressway could support commercial activity, the lack of fully developed supporting infrastructure limits compliance with **Policy 3.2.1**.

The proposal raises concerns related to **land use compatibility**, **public safety**, **mobility**, and **long-term growth patterns**, particularly due to the potential for heavy truck traffic and the creation of an isolated zoning district. These impacts undermine the Comprehensive Plan's vision for coordinated, compatible, and sustainable development.

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 59.55 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD, FROM AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 59.55 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas Del Sur Road and east of Cuatro Vientos Road, from AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 59.55 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas Del Sur Road and east of Cuatro Vientos Road, from AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 19.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 32 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-040-2026
District I

Council District: District 1 **Zone Case:** ZC-040-2026

Letters sent to property owners: 8

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-040-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Residential and Neighborhood Mixed-Use Designations

The Future Land Use Map identifies the subject area as **High Density Residential**, **Medium Density Residential**, and **Neighborhood Mixed Use**.

The Comprehensive Plan describes Neighborhood Mixed-Use areas as:

"A mix of residential, retail, office, and service uses designed to serve nearby neighborhoods."
(Page 1.23)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The B-4 Highway Commercial District allows regional-scale commercial uses that serve a broader market area, rather than neighborhood-serving uses. This represents a departure from the neighborhood-oriented development pattern envisioned for the site.

Policy 1.2.2

“Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods.”
Policy 1.2.2, Page 1.28
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed B-4 zoning permits higher-intensity uses such as large-scale commercial operations and heavy vehicle activity. The site abuts residential zoning districts and is located near the Buena Vista Sports Complex, creating potential compatibility conflicts with surrounding residential and recreational uses.

Policy 5.2.1

“Promote infill development and redevelopment in areas with existing infrastructure and services.”
Policy 5.2.1, Page 5.32
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The subject property consists of vacant, undeveloped land in an area where surrounding development is still emerging. The rezoning proposes a significant intensity increase prior to the establishment of surrounding residential or mixed-use development patterns, which may disrupt orderly development sequencing.

Policy 3.1.1

“Encourage development along major transportation corridors that supports economic development while maintaining compatibility with adjacent land uses.”
Policy 3.1.1, Page 3.14
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although Cuatro Vientos Road is identified as an Expressway, compatibility remains a central requirement. The proposed B-4 district allows heavy commercial activities that may conflict with adjacent residential zoning districts and community-oriented facilities.

3. Summary of Alignment

The proposed rezoning from **R-1A to B-4** demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map identifies the subject area for **High Density Residential, Medium Density Residential, and Neighborhood Mixed Use** development patterns. These designations emphasize residential and neighborhood-oriented commercial uses rather than regional-scale highway commercial activity. The B-4 Highway Commercial District allows uses that serve regional markets and may introduce heavy traffic, large-scale commercial development, and higher operational intensity than anticipated within the designated land use categories.

The proposal does not directly implement the residential and neighborhood-scale commercial vision outlined in the Comprehensive Plan. Instead, it introduces a higher-intensity commercial classification that may:

- Disrupt planned residential development patterns
- Create compatibility challenges with adjacent residential districts
- Affect traffic patterns near community-oriented uses such as recreational facilities
- Establish land use intensity inconsistent with long-range planning objectives

---

Broader Planning Themes Implicated

This proposal intersects with several major Comprehensive Plan themes, including:

- **Neighborhood Compatibility:** Potential conflicts between high-intensity commercial uses and nearby residential zoning.
- **Public Safety:** Increased truck and commercial traffic near residential areas and recreational destinations.
- **Economic Development:** While commercial activity supports growth, its scale must match land use designations.
- **Mobility Planning:** Expressway adjacency supports commercial access but requires careful intensity control.

- **Long-Term Growth Management:** Maintaining consistency between zoning and Future Land Use is essential to predictable urban expansion.

Final Determination

Weak/None Alignment

The proposed rezoning introduces a commercial intensity level inconsistent with the Future Land Use designations and compatibility policies of the *Viva Laredo Comprehensive Plan*. The requested B-4 zoning classification represents a deviation from the adopted residential and neighborhood-oriented land use framework envisioned for this location.

City Council-Regular Meeting

Date: 5/18/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Cuatro Vientos South, Ltd., Owner; and Ricardo M. Villarreal, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 32 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **does not support** the application.

ZC-040-2026
District I

PREVIOUS COUNCIL ACTION
On December 6, 2021, City Council approved an annexation and establish the initial zoning of R-1A and B-3. (Ordinance Number 2021-O-237).

BACKGROUND

Council District: I – Gilbert Gonzalez

Proposed use: The proposed use is commercial. The applicant did not identify the specific proposed use.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant, undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential, Medium Density Residential, and Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway. However, Lomas del Sur Road is being proposed as a 120-foot-wide road.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential, Medium Density Residential and Neighborhood Mixed Use. These designations do not support B-4 zoning districts.
2. The proposed site is abutting R-1A zoning districts to the north, east, and west of the site.
3. The proposed site is within the vicinity to the Buena Vista Sports Complex and is abutting residential zoning districts, which generates consistent passenger vehicle activity; introducing B-4 uses could add 18-wheeler traffic, potentially resulting in increased congestion and safety concerns.
4. The B-4 zoning district permits higher-intensity uses, including bars, warehousing, and heavy equipment operations such as tractor-trailers. This type of activity would be incompatible with the abutting residential districts and the adjacent Buena Vista Sports Complex, which is intended to serve families and the general public.
5. A B-3 zoning district would be more appropriate at this location, as it would allow for commercial uses that could complement and support the Buena Vista Sports Complex, such as restaurants, retail, and service-oriented businesses.

   - Any uses that would require a zoning higher than a B-3 zone, may apply for a conditional use permit. However, a conditional use permit is not guaranteed.
6. The proposed zone change may adversely impact the surrounding area and future development patterns, particularly due to its proximity to and direct adjacency with the Buena Vista Sports Complex, which is intended to serve as a recreational and community-oriented use.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed zone will create an isolated zoning district. However, there are B-4 zoning districts to the west of the site.

Will change adversely influence living conditions in the neighborhood?

The proposed zone change is anticipated to have a negative impact on the surrounding area and nearby developments, as the site directly abuts residential zoning districts.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a highway commercial uses as intended by the applicant. The applicant did not specify the specific proposed use.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

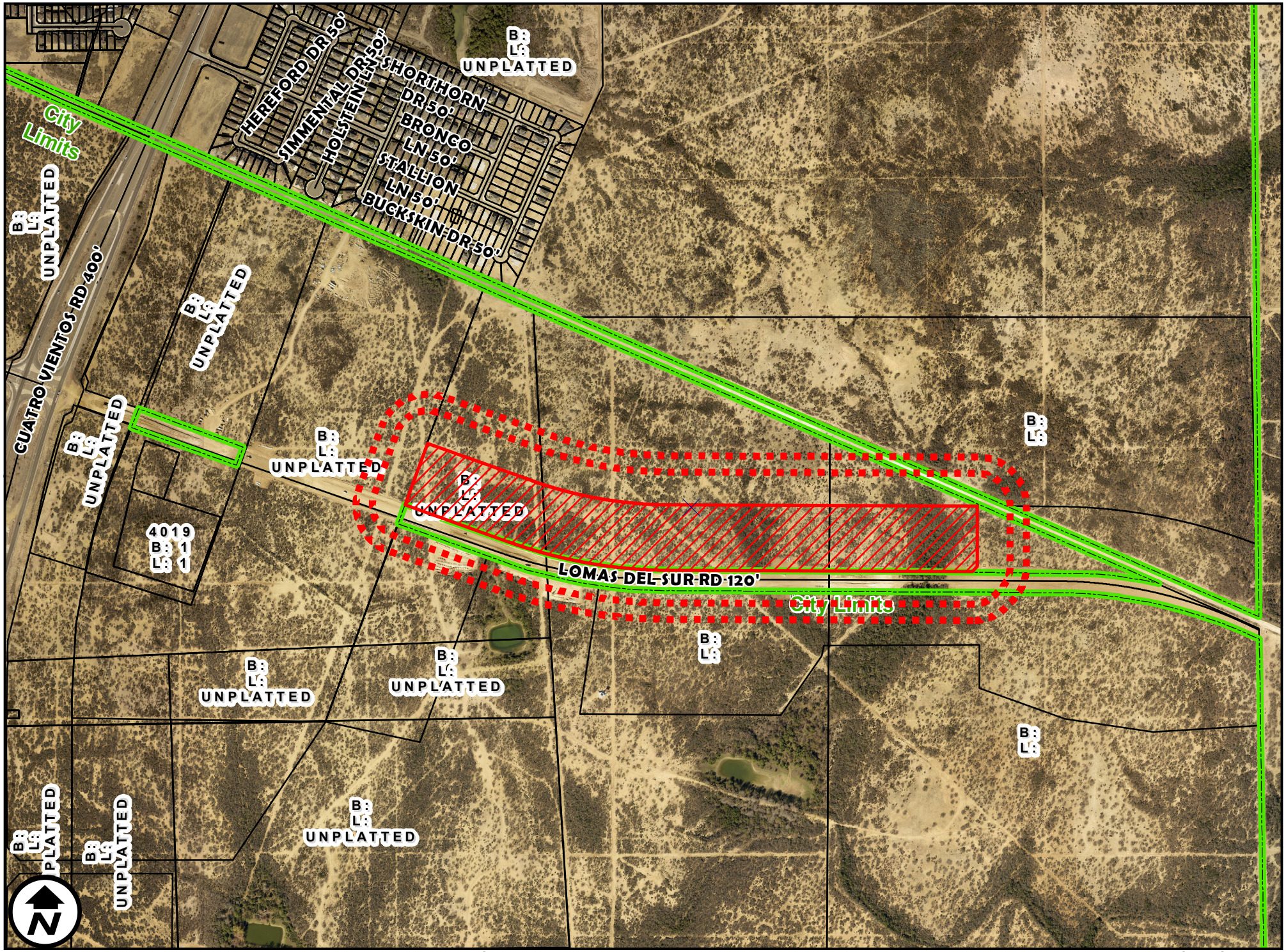
Survey, Metes, & Bounds

Combined Cases Aerial Map

Buena Vista Sports Complex Aerial Map

Combined Cases & Buena Vista Sports Complex

Draft Ordinance

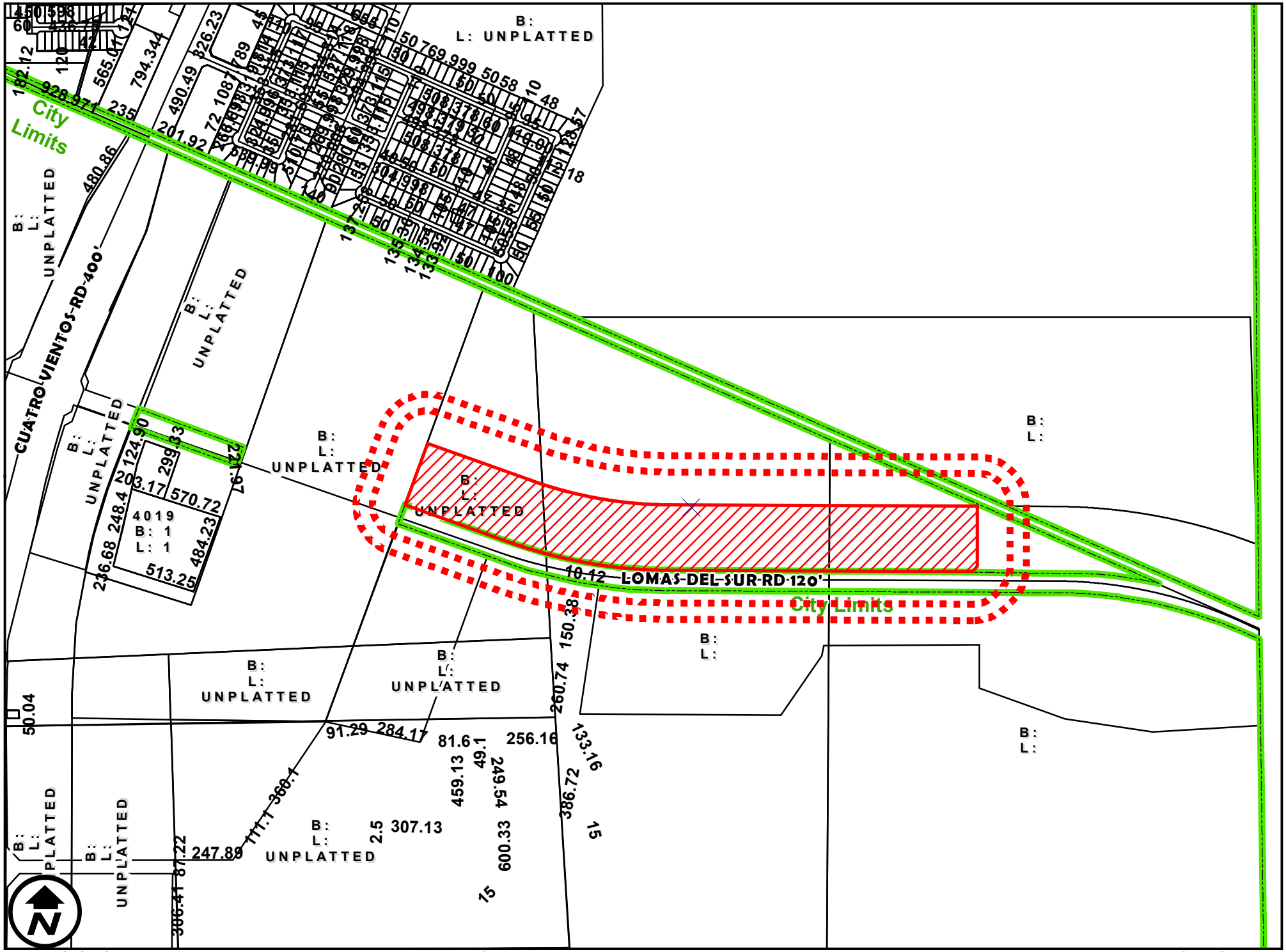


AERIAL MAP

1 inch = 750 feet

ZC-040-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 750 feet

ZC-040-2026

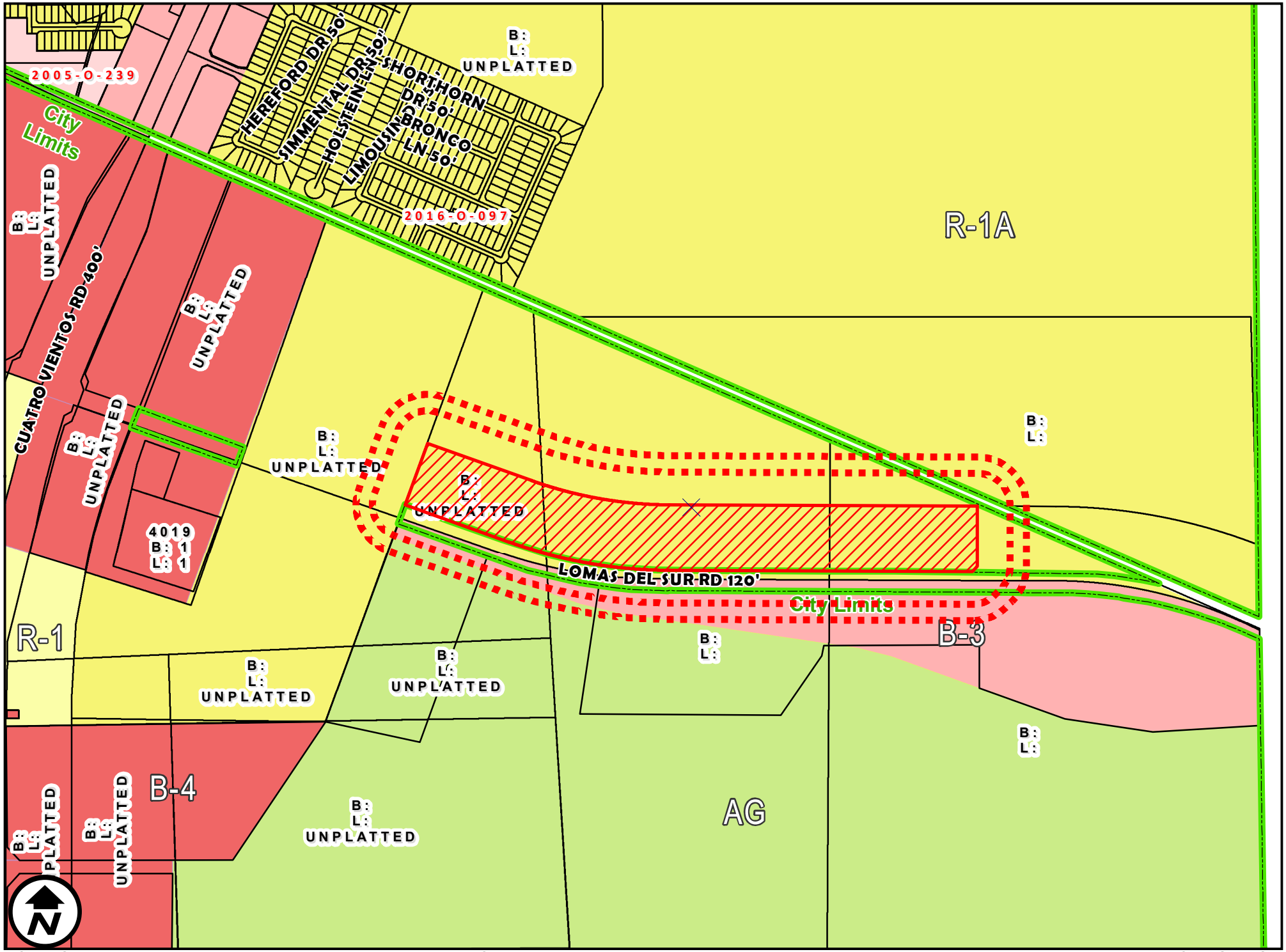
COUNCIL DISTRICT 1

NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

B-4 (HIGHWAY COMMERCIAL DISTRICT)

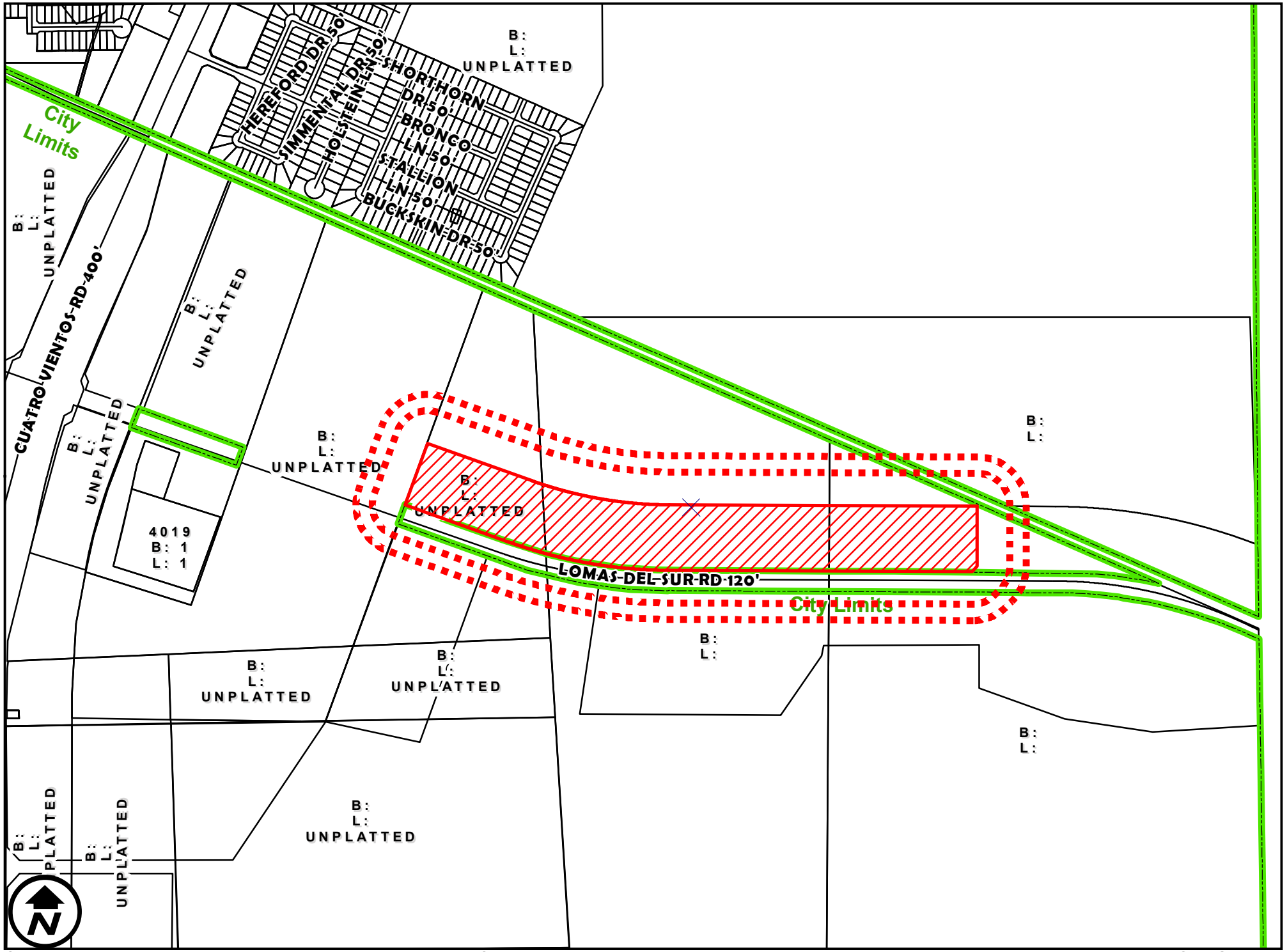


ZONING MAP

1 inch = 750 feet

ZC-040-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

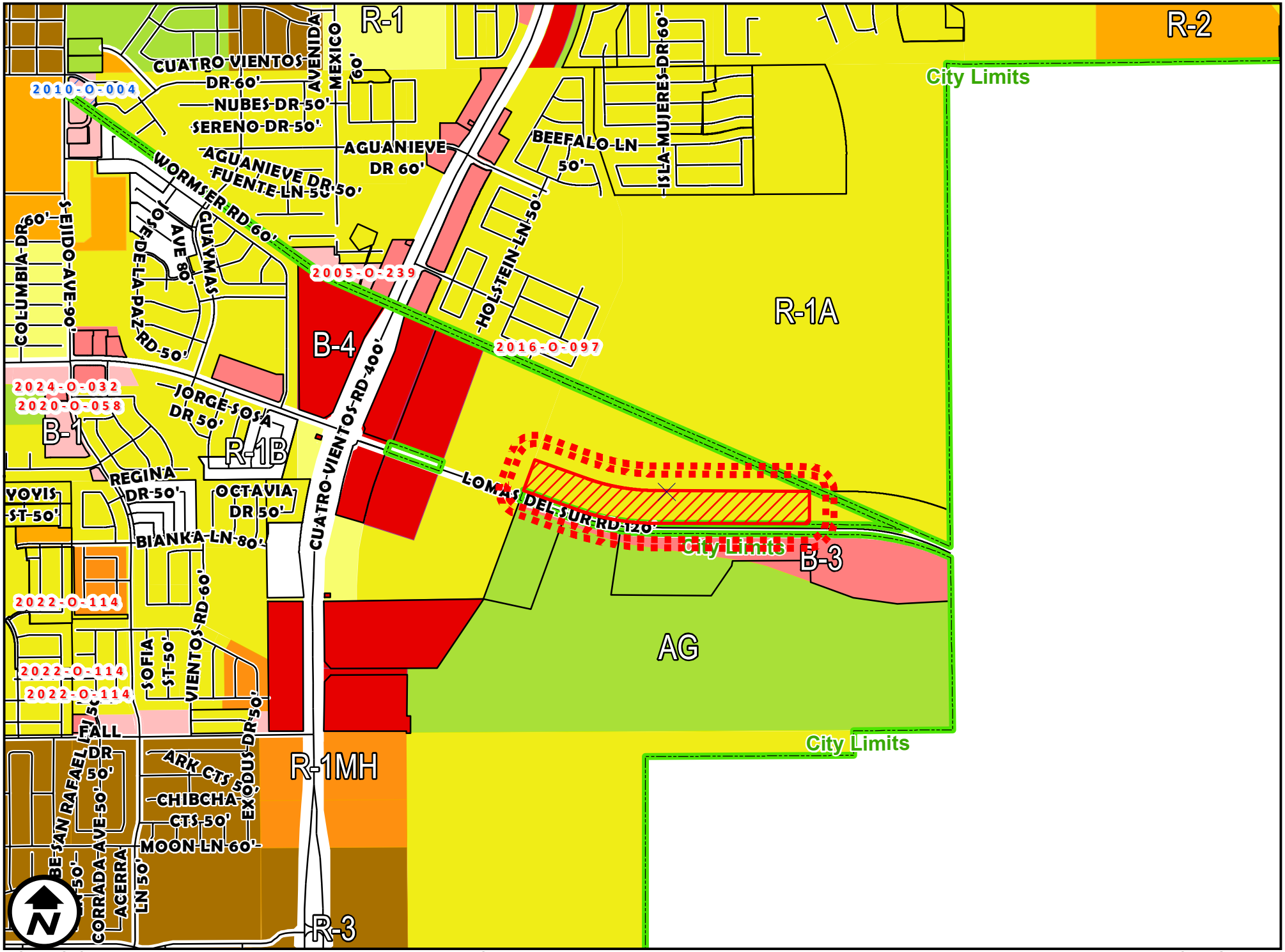


SURVEY MAP

1 inch = 750 feet

ZC-040-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

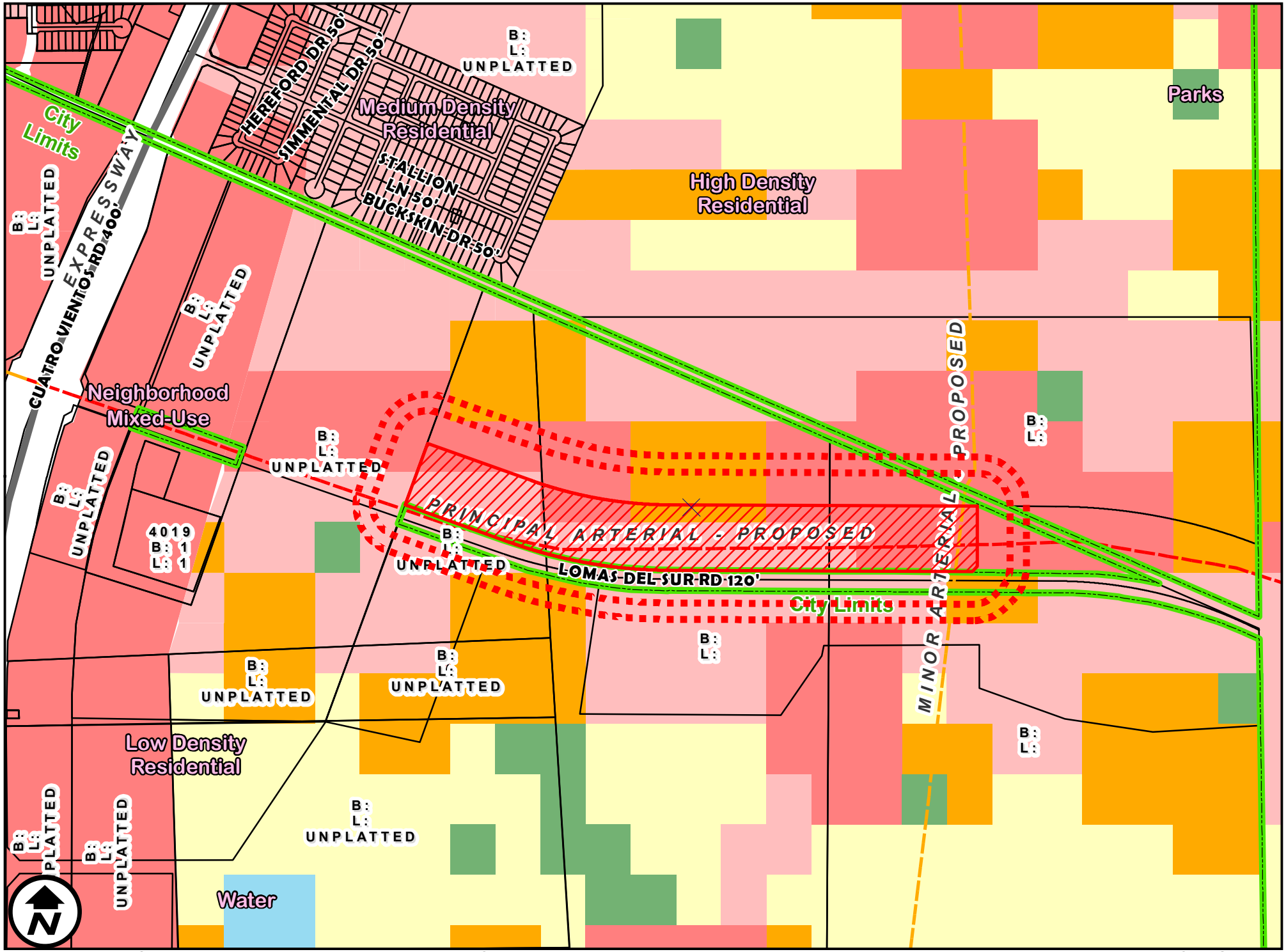


ZONING OVERVIEW

1 inch = 1,500 feet

ZC-040-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

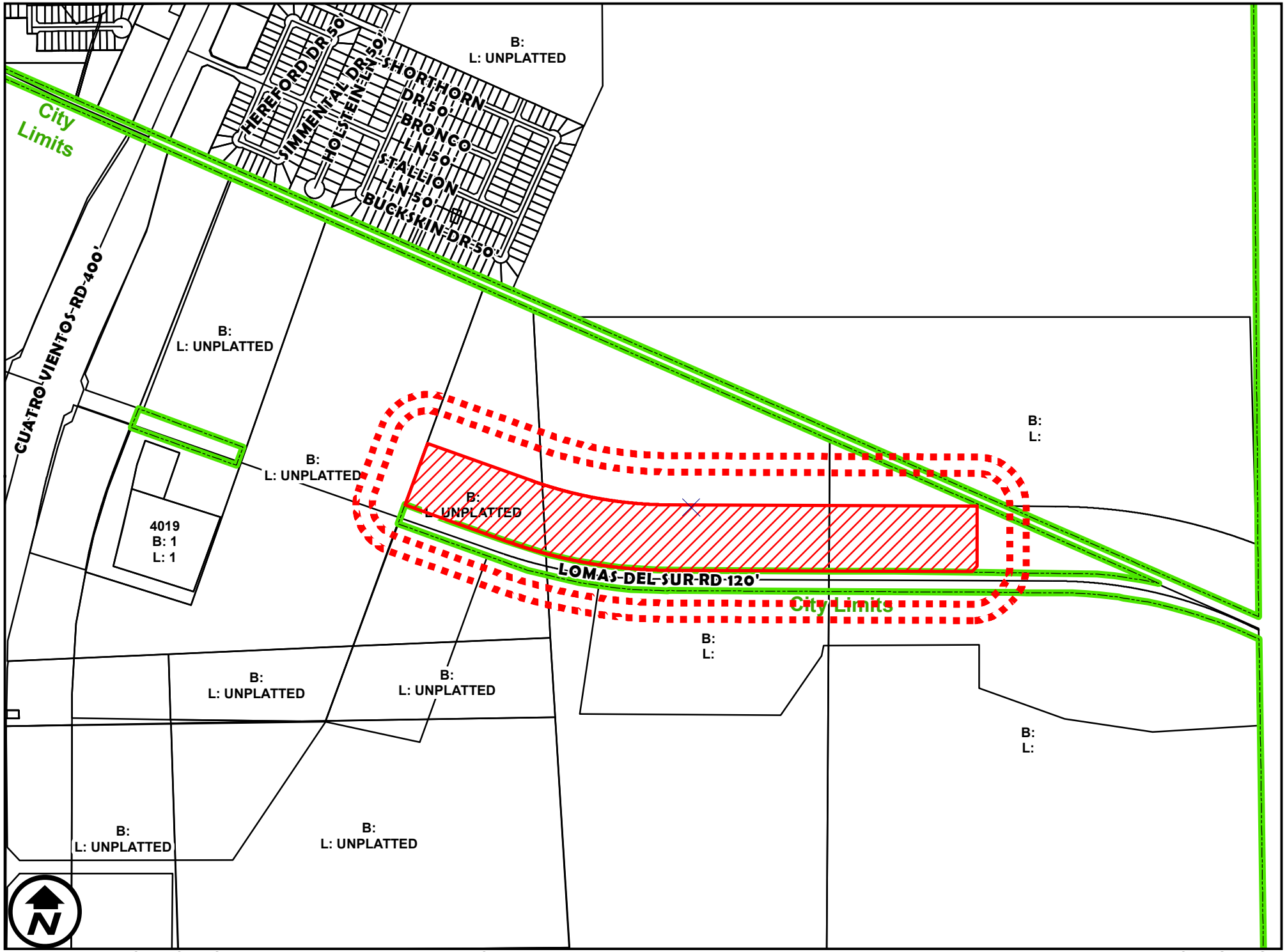


FUTURE LANDUSE

1 inch = 750 feet

ZC-040-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 750 feet

ZC-040-2026

COUNCIL DISTRICT 1

NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

B-4 (HIGHWAY COMMERCIAL DISTRICT)

ZC-040-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT

EXHIBIT A

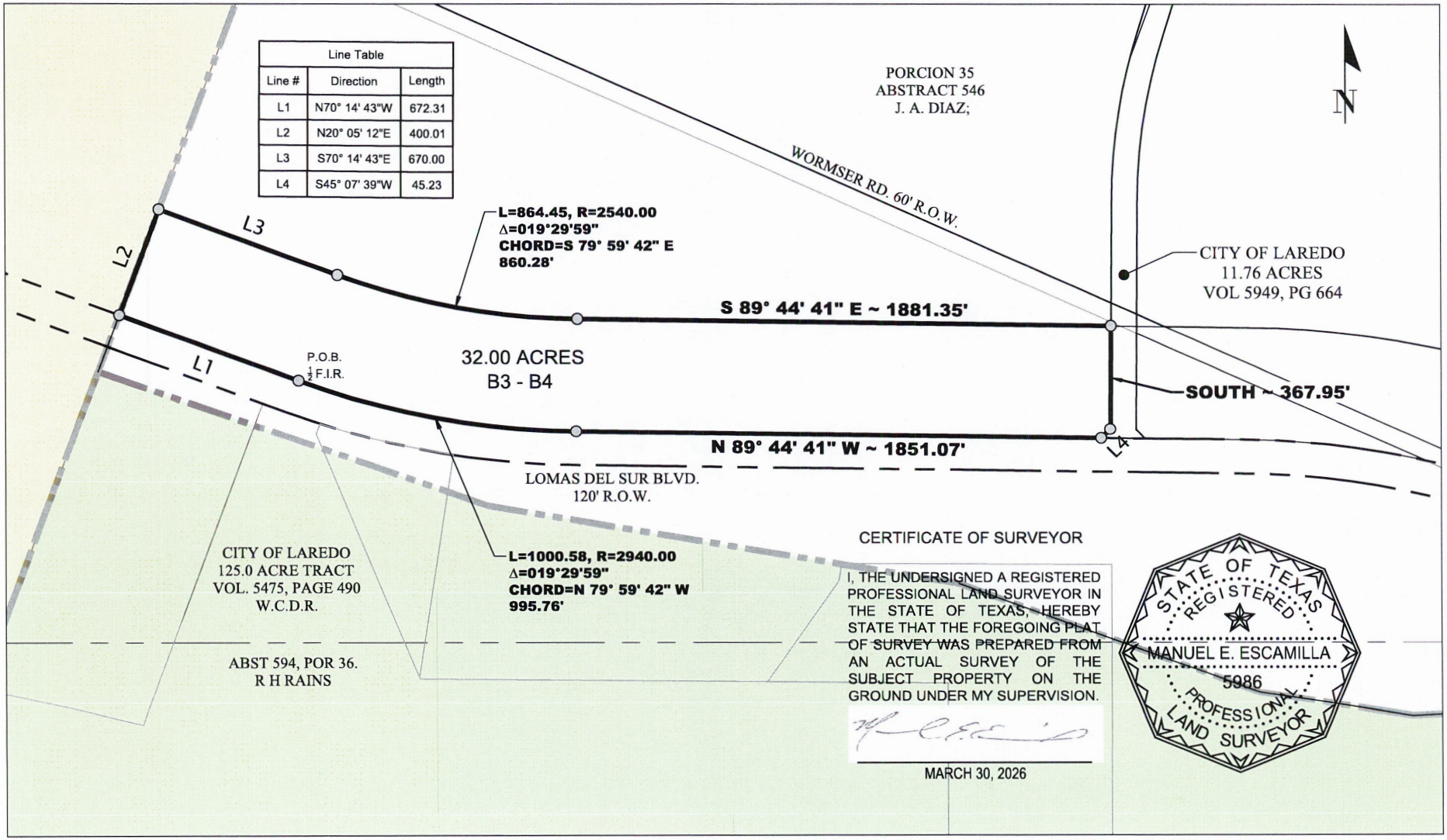
A SURVEY OF AN 32.00 ACRE TRACT OF LAND, BEING OUT OF A CUATRO VIENTOS TRACT, CONVEYED BY DEED VOL. 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF PORCION 35, ABSTRACT 546, J.M. DIAZ ORIGINAL GRANTEE, ALSO BEING OUT OF SURVEY 2149, ABSTRACT 594 R.H. RAINS ORIGINAL GRANTEE, CITY OF LAREDO WEBB COUNTY TEXAS

TOPSITE Civil Group

10901 INTERNATIONAL BLVD., SUITE 300
LAREDO, TEXAS, 78045
TEL. 956.725.5057
WEB. WWW.TOPSITECIVIL.COM
TBPELS ENGINEERING FIRM REG. F-22574
TBPELS SURVEY REG. 10194686

LEGEND

○	PROPERTY CORNER
———	PROPERTY LINE
———	LOT LINE
FIR	FOUND IRON ROD
FC	FENCE CORNER
— · — · —	ABSTRACT DIVIDER



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

MARCH 30, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF

32.00 ACRE TRACT

PORCION 35, J.M. DIAZ A-546
WEBB COUNTY, TEXAS

EXHIBIT A

DATE: 03-30-26
SHEET: 1 OF 2

BEING A TRACT OF LAND CONTAINING 32.00 ACRES OUT OF A TRACT OF LAND COVEYED BY DEED RECORDED IN VOLUME 4225, PAGE 242, W.C.O.P.R. AND ALSO BEING OUT OF ABSTRACT 546, PORCION 35, J.A. DIAZ ORIGINAL GRANTEE, CITY OF LAREDO, WEBB COUNTY TEXAS. SAID 32.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND 1/2 " IRON ROD BEING AN INTERIOR TANGENT CORNER ON THE NORTH ROW LINE OF LOMAS DEL SUR,

THENCE **N 70° 14' 43" W** ALONG SAID ROW LINE A DISTANCE OF **672.31'** TO A POINT ON THE EAST LINE OF A TRACT OF LAND CONVEYED TO 4V HOLDINGS, LTD., BY DEED IN VOLUME 2252, PAGE 813 AND A POINT OF DEFLECTION HEREOF;

THENCE **N 20° 05' 12" E** ALONG SAID 4V HOLDINGS, LTD TRACT A DISTANCE OF **400.01'** TO A POINT OF DEFLECTION HEREOF;

THENCE, **S 70° 14' 43" E** A DISTANCE OF 670.00' TO A TANGENT POINT OF DEFLECTION OF A CURVE TO THE LEFT HAVING A RADIUS OF **2,540'**, A CHORD OF S 79° 59' 42" E ~ 860.28'

THENCE ALONG SAID CURVE TO THE LEFT AN ARCH LENGTH OF 864.45' TO A POINT OF TANGENCY

THENCE **S 89° 44' 41" E** A DISTANCE OF **1881.35'** TO A POINT ON THE WEST BOUNDARY OF AN 11.76 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LAREDO IN VOL. 5949, PAGE 664 W.C.O.P.R. AND A POINT OF DEFLECTION HEREOF;

THENCE **SOUTH** ALONG SAID 11.76 ACRE TRACT A DISTANCE OF **670.00'**

THENCE **S 45° 07' 39" W** ALONG A CORNER CLIP OF SAID 111.76 ACRE TRACT A DISTANCE OF **45.23'**

THENCE **N 89° 44' 41" W** ALONG SAID R.O.W. A DISTANCE OF **1851.07'** TO A POINT OF CURVATURE TO THE RIGHT WITH A RADIUS OF 2940, A CHORD OF N 79° 59' 42" W ~ 995.76' TO A POINT OF TANGENCY

THENCE ALONG SAID CURVE TO THE RIGHT AN ARCH LENGTH OF **1000.58'** TO THE POINT OF BEGINNING OF THIS 32.00 ACRE TRACT OF LAND

TOPSITE Civil Group
6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

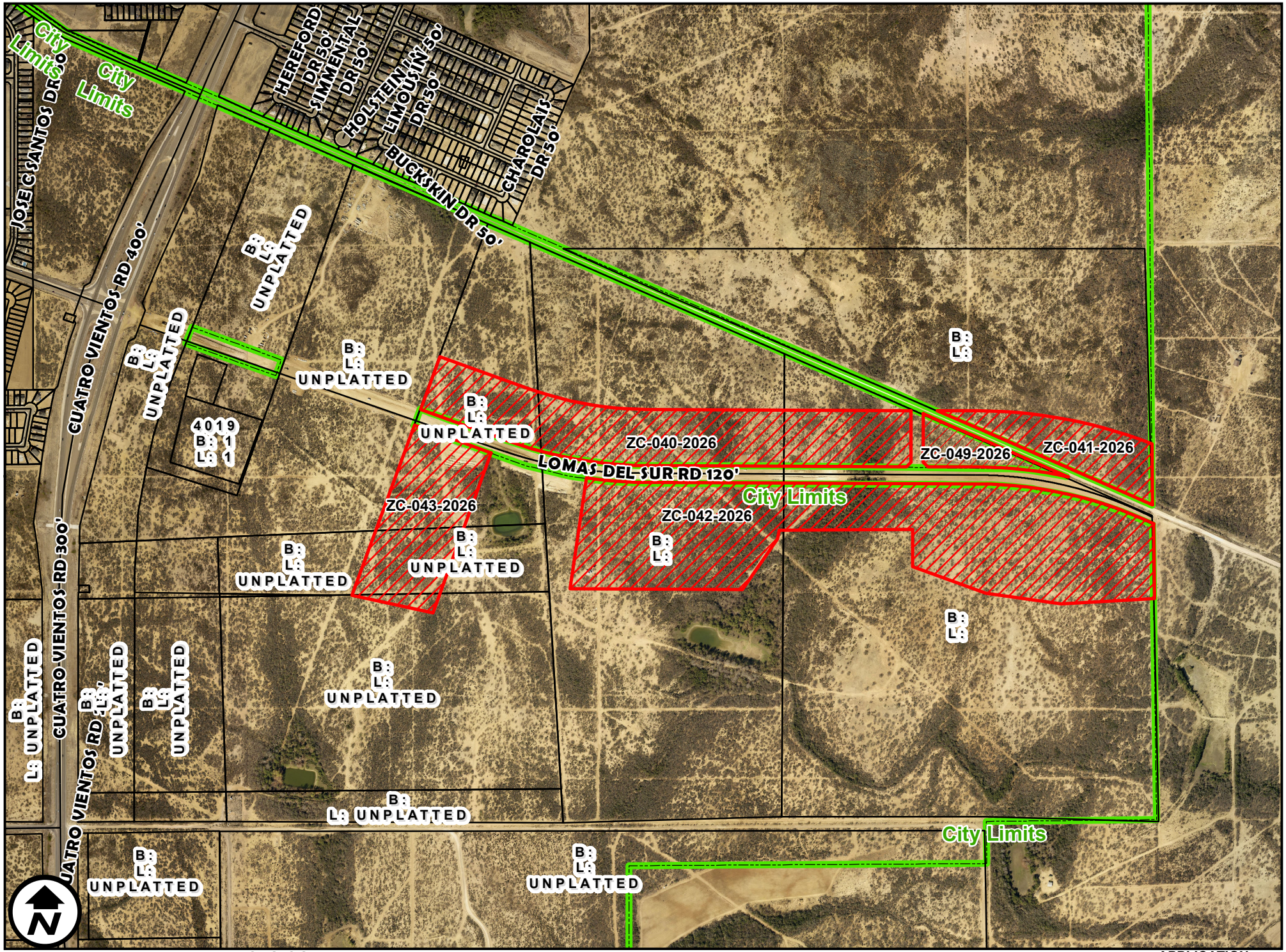
PROJECT #:	--
FIELD DATE:	--
DRAWN BY:	K.J.E.
APPROVED:	M.E.E.
DATE:	03/30/2026
SHEET:	1 of 2
FILE PATH:	32.00 acre tract.dwg

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

MARCH 30, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR



AERIAL MAP

1 inch = 875 feet

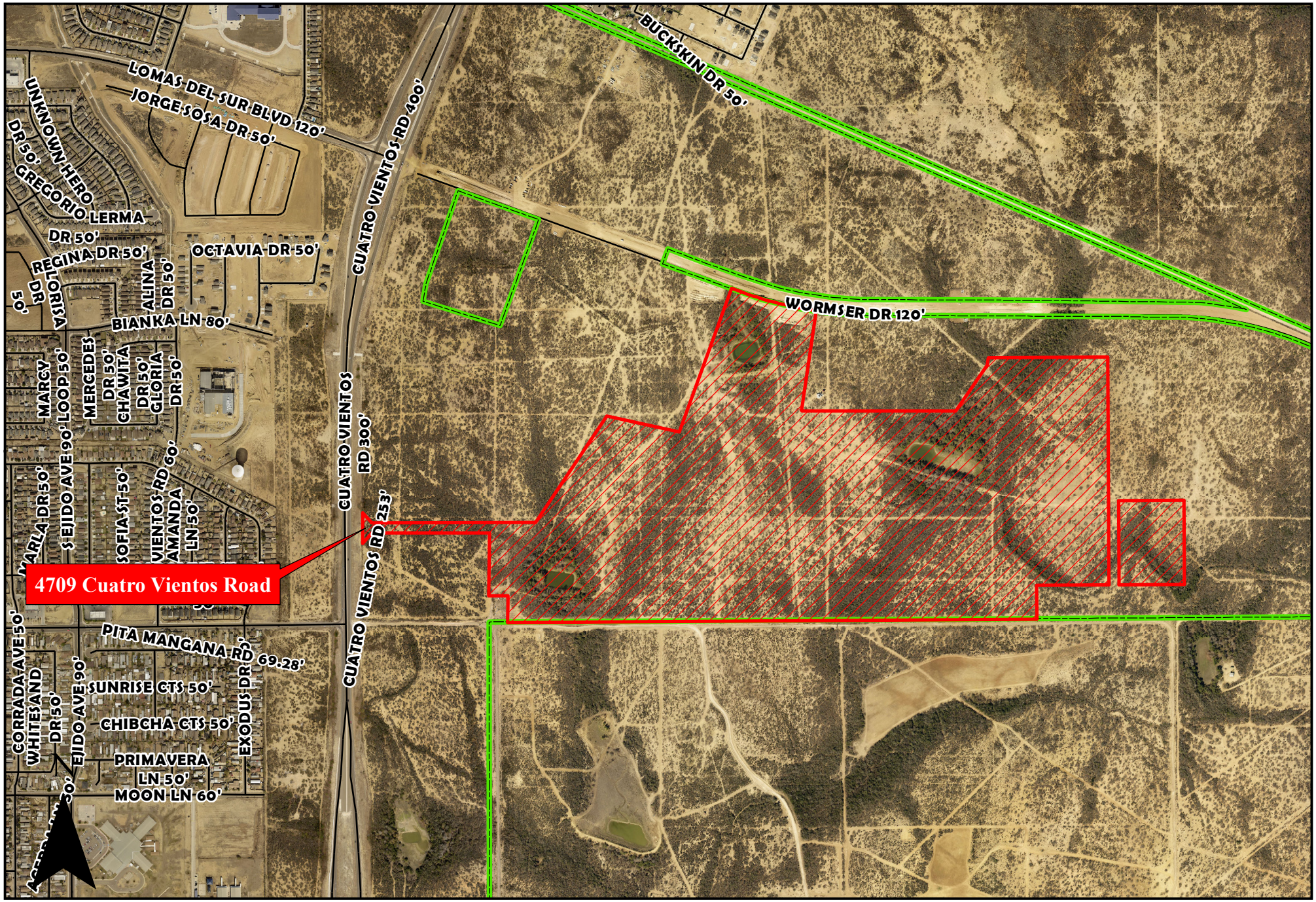
TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

APPLICATION
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

Date: 7/17/2023

LOCATION MAP

PLANNING AND ZONING DEPARTMENT

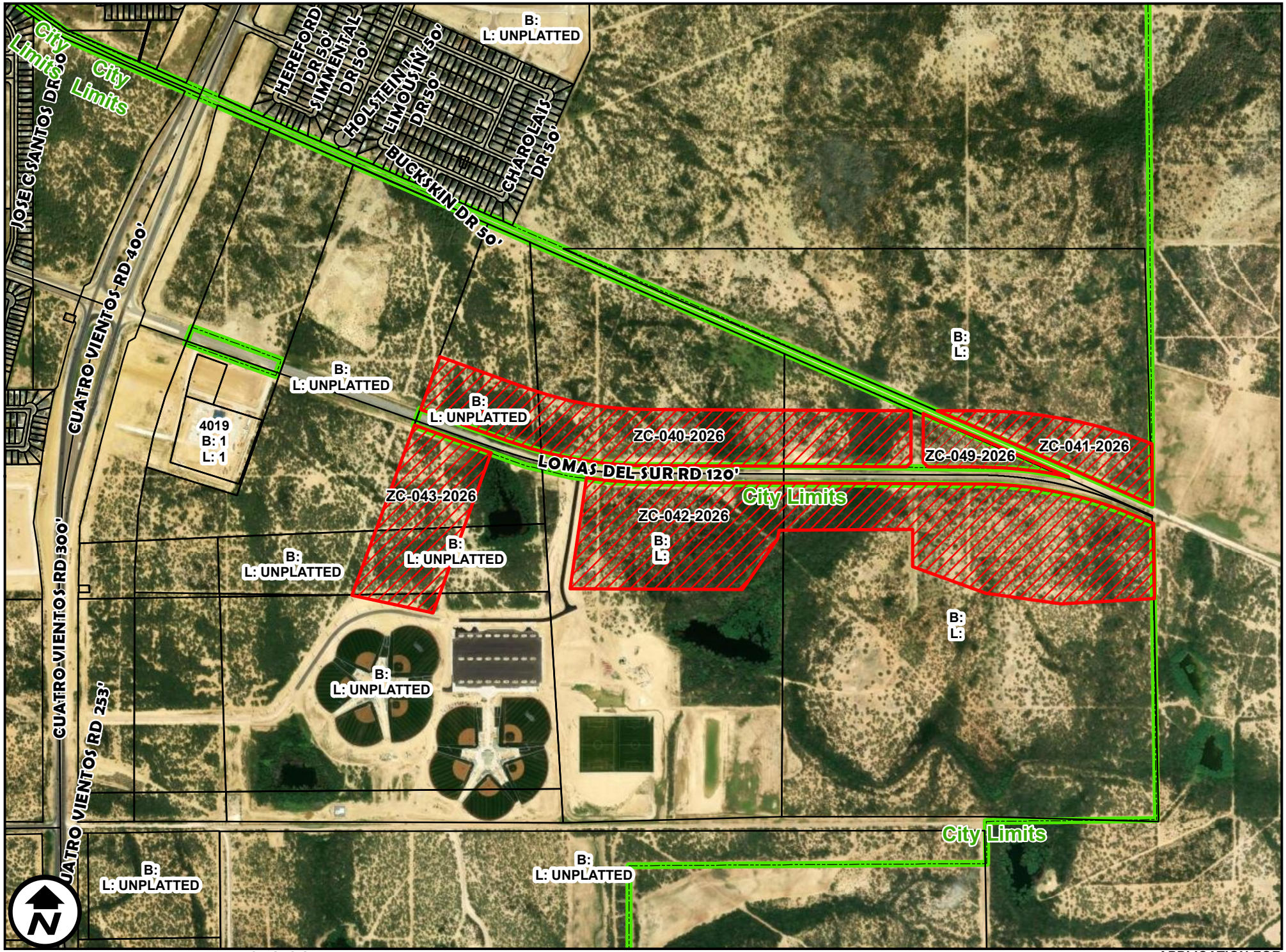


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 1,000 feet



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

APPLICATION 127

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 32 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 32 acres, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 32 acres, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 20.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 9.53 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Charolais Drive, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-041-2026
District III

Council District: District 3 **Zone Case:** ZC-041-2026

Letters sent to property owners: 9

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-041-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Neighborhood Mixed-Use Description

"A mix of residential, retail, office, and service uses designed to serve nearby neighborhoods."
(Page 1.23)
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed **B-4 Highway Commercial District** allows regional-scale commercial uses intended to serve broader markets rather than neighborhood-serving businesses. The absence of a specified use increases uncertainty regarding compatibility with the neighborhood-oriented mixed-use pattern envisioned for this area.

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
Policy 1.2.2, Page 1.28
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The proposed B-4 zoning district permits higher-intensity commercial uses such as

warehousing, bars, and heavy vehicle-oriented operations. The site abuts residential zoning districts and is located near the Buena Vista Sports Complex, which may create compatibility challenges inconsistent with the intent of this policy.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
Policy 5.2.1, Page 5.32
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
The site consists of vacant land in a developing area surrounded by undeveloped properties. The proposed rezoning introduces a high-intensity commercial district ahead of surrounding residential and mixed-use development patterns, potentially disrupting coordinated infrastructure and land use sequencing.

Policy 3.1.1

"Encourage development along major transportation corridors that supports economic development while maintaining compatibility with adjacent land uses."
Policy 3.1.1, Page 3.14
Viva Laredo City of Laredo Comprehensive Plan.

Relevance:
Although the site is located near planned major transportation routes, compatibility remains a primary requirement. Highway commercial zoning introduces uses that may conflict with adjacent residential zoning and community-serving recreational facilities.

---

3. Summary of Alignment

The proposed rezoning from **R-1A to B-4** demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map identifies the subject property as **High Density Residential, Medium Density Residential, and Neighborhood Mixed Use**, which collectively emphasize residential development supported by neighborhood-scale commercial activity. The B-4 Highway Commercial District permits regional-scale uses designed to serve larger market areas and accommodate higher-intensity operations, including heavy vehicle traffic and large-scale commercial activity.

The requested zoning represents a significant increase in development intensity that is not consistent with the residential and neighborhood-oriented character envisioned for the area. Additionally, the absence of a defined commercial use limits the ability to evaluate compatibility and may increase uncertainty regarding long-term land use outcomes.

Broader planning themes implicated include:

- **Neighborhood Compatibility:** Potential conflicts between high-intensity commercial uses and nearby residential districts.
- **Public Safety:** Increased heavy vehicle traffic may impact nearby residential areas and recreational facilities such as the Buena Vista Sports Complex.
- **Mobility and Transportation Planning:** Expressway proximity supports commercial activity, but scale and compatibility remain essential considerations.
- **Growth Management:** Premature introduction of highway commercial zoning may disrupt coordinated residential development patterns.
- **Community Character:** The proposed intensity may not align with the family-oriented and neighborhood-serving character anticipated in the area.

---

4. Additional Requirement Statement

No applicable goal or policy identified that directly supports B-4 Highway Commercial zoning within areas designated for High Density Residential, Medium Density Residential, and Neighborhood Mixed Use in the Viva Laredo Comprehensive Plan.

Final Determination

Weak/None Alignment

The proposed rezoning introduces a level of commercial intensity inconsistent with the adopted Future Land Use designations and compatibility principles outlined in the *Viva Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 5/18/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Cuatro Vientos South, Ltd., Owner; and Ricardo M. Villarreal, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 9.53 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Charolais Drive, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **does not support** the application.

ZC-041-2026
District III

PREVIOUS COUNCIL ACTION
On December 6, 2021, City Council approved an annexation and establish the initial zoning of R-1A and B-3. (Ordinance Number 2021-O-236).

BACKGROUND

Council District: III – Melissa R. Cigarroa

Proposed use: The proposed use is commercial. The applicant did not identify the specific proposed use.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant, undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential, Medium Density Residential, and Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway. However, Lomas del Sur Road is being proposed as a 120-foot-wide road.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 9 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential, Medium Density Residential and Neighborhood Mixed Use. These designations do not support B-4 zoning districts.
2. The proposed site is abutting R-1A zoning districts to the north and west of the site.
3. The proposed site is within the vicinity to the Buena Vista Sports Complex and is abutting residential zoning districts, which generates consistent passenger vehicle activity; introducing B-4 uses could add 18-wheeler traffic, potentially resulting in increased congestion and safety concerns.
4. The B-4 zoning district permits higher-intensity uses, including bars, warehousing, and heavy equipment operations such as tractor-trailers. This type of activity would be incompatible with the abutting residential districts and the adjacent Buena Vista Sports Complex, which is intended to serve families and the general public.
5. A B-3 zoning district would be more appropriate at this location, as it would allow for commercial uses that could complement and support the Buena Vista Sports Complex, such as restaurants, retail, and service-oriented businesses.

   - Any uses that would require a zoning higher than a B-3 zone, may apply for a conditional use permit. However, a conditional use permit is not guaranteed.
6. The proposed zone change may adversely impact the surrounding area and future development patterns, particularly due to its proximity to and direct adjacency with the Buena Vista Sports Complex, which is intended to serve as a recreational and community-oriented use.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed zone will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

The proposed zone change is anticipated to have a negative impact on the surrounding area and nearby developments, as the site directly abuts residential zoning districts.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. The existing zone does not allow for a highway commercial uses as intended by the applicant. The applicant did not specify the specific proposed use.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

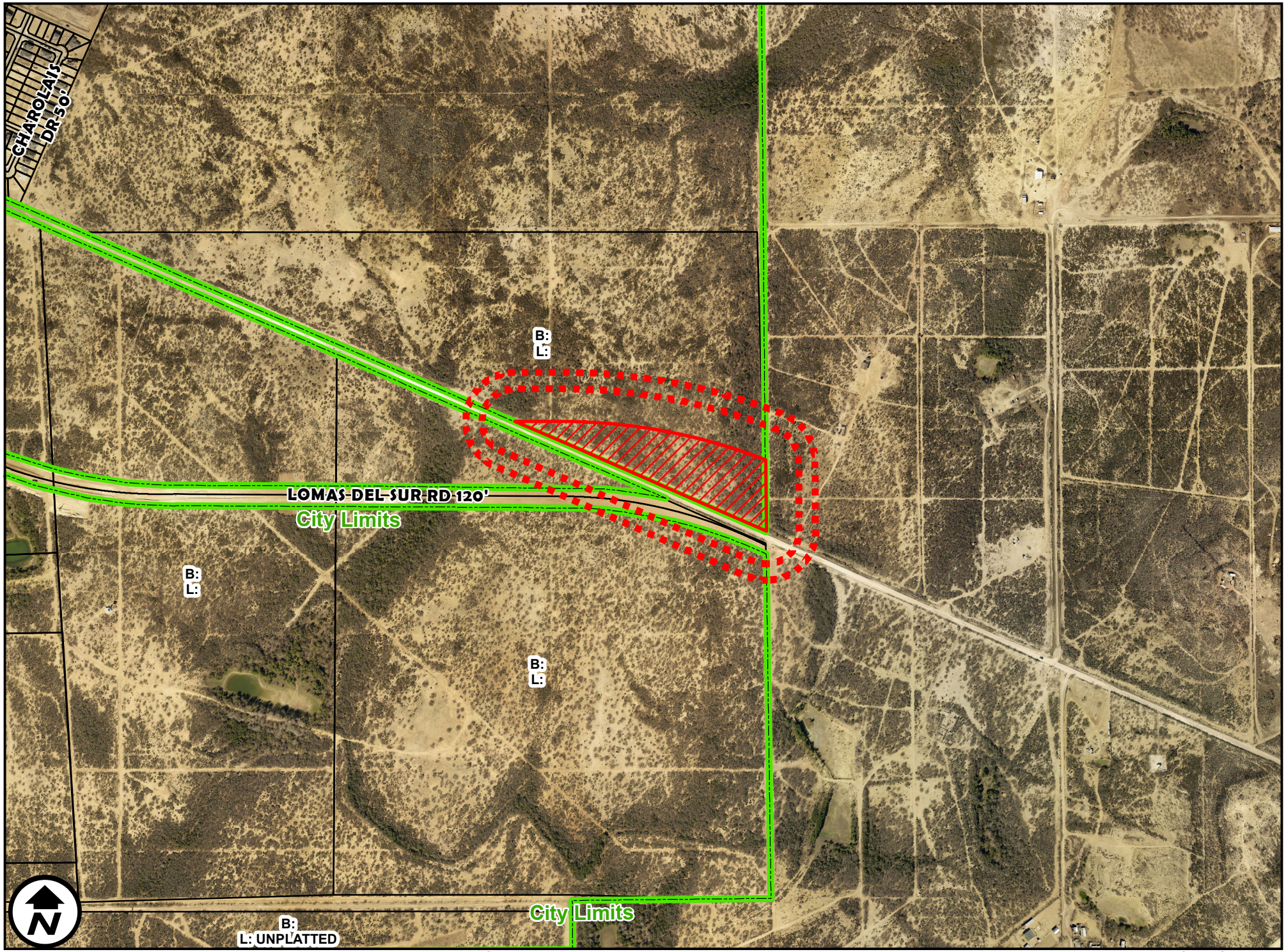
Survey, Metes, & Bounds

Combined Cases Aerial Map

Buena Vista Sports Complex Aerial Map

Combined Cases & Buena Vista Sports Complex

Draft Ordinance

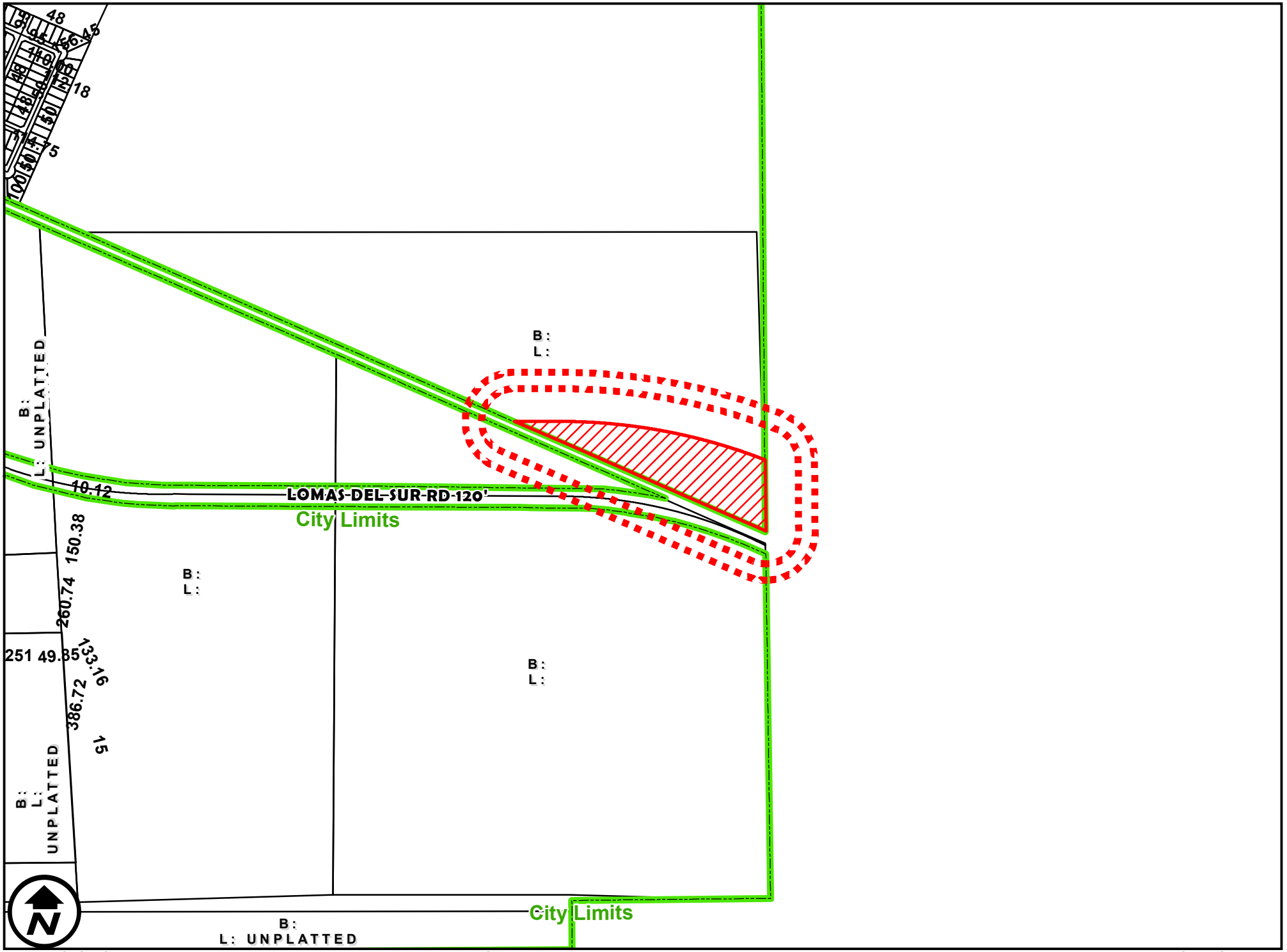


AERIAL MAP

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

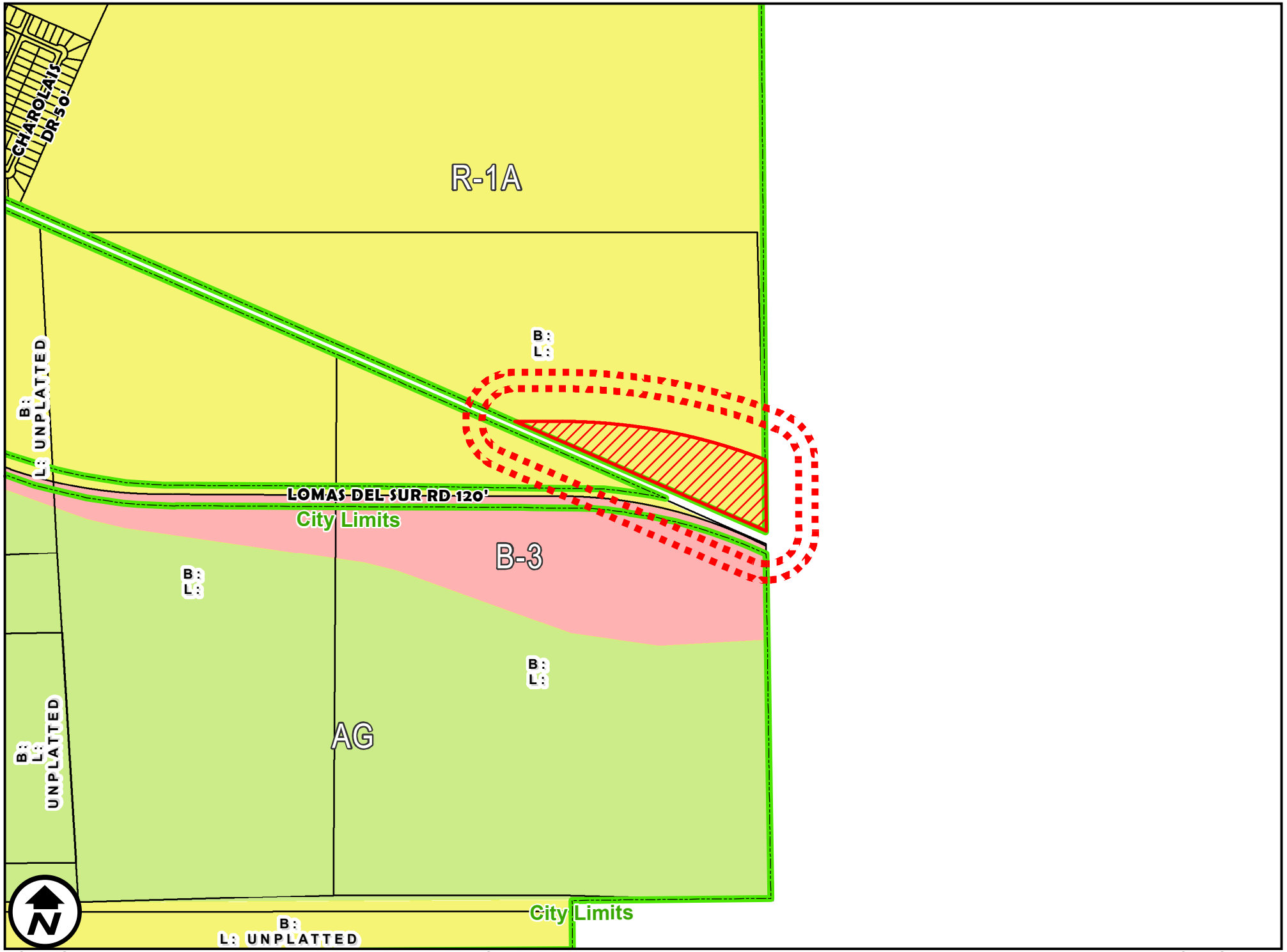


DIMENSIONS MAP

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)

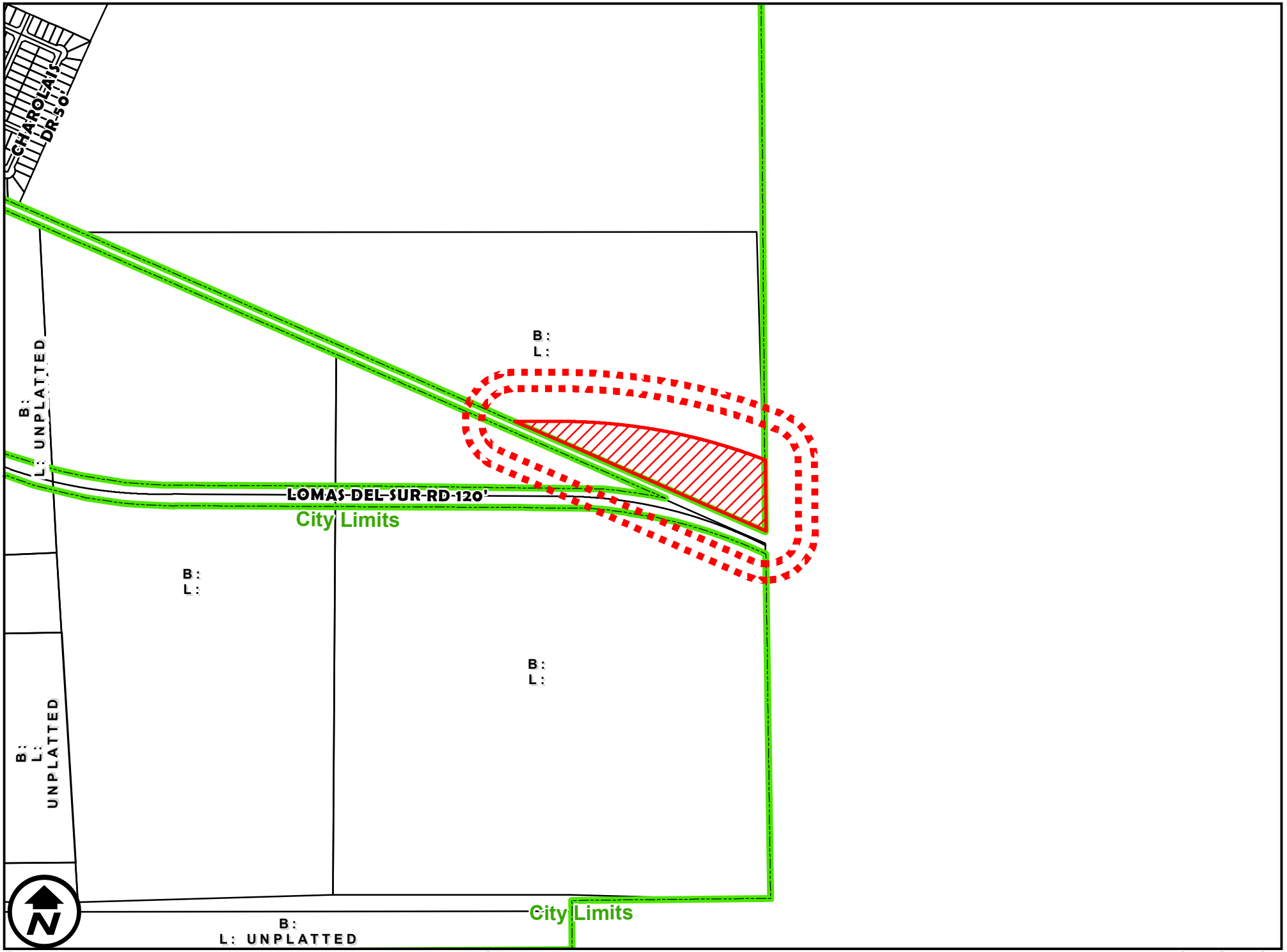


ZONING MAP

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)

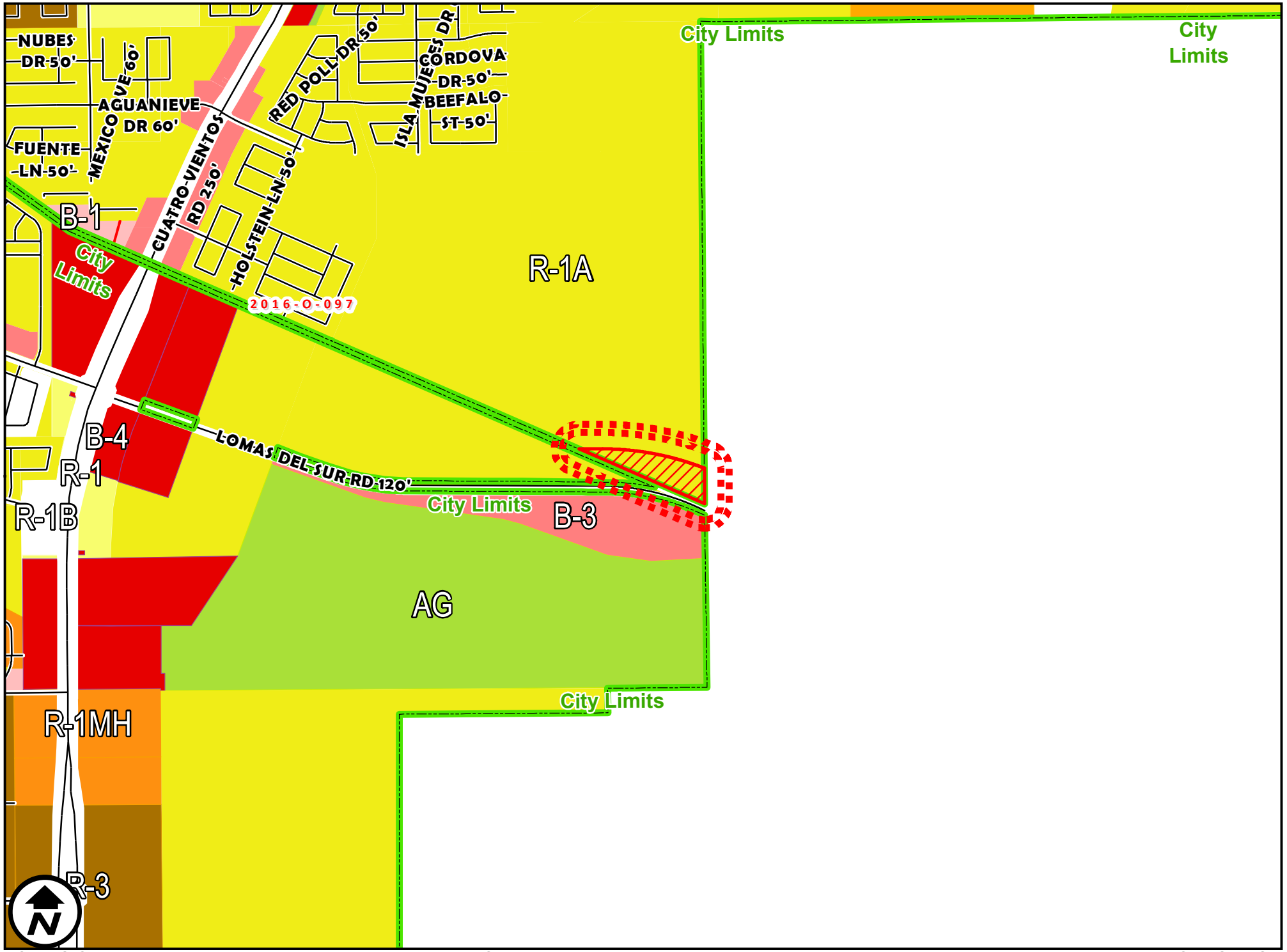


SURVEY MAP

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

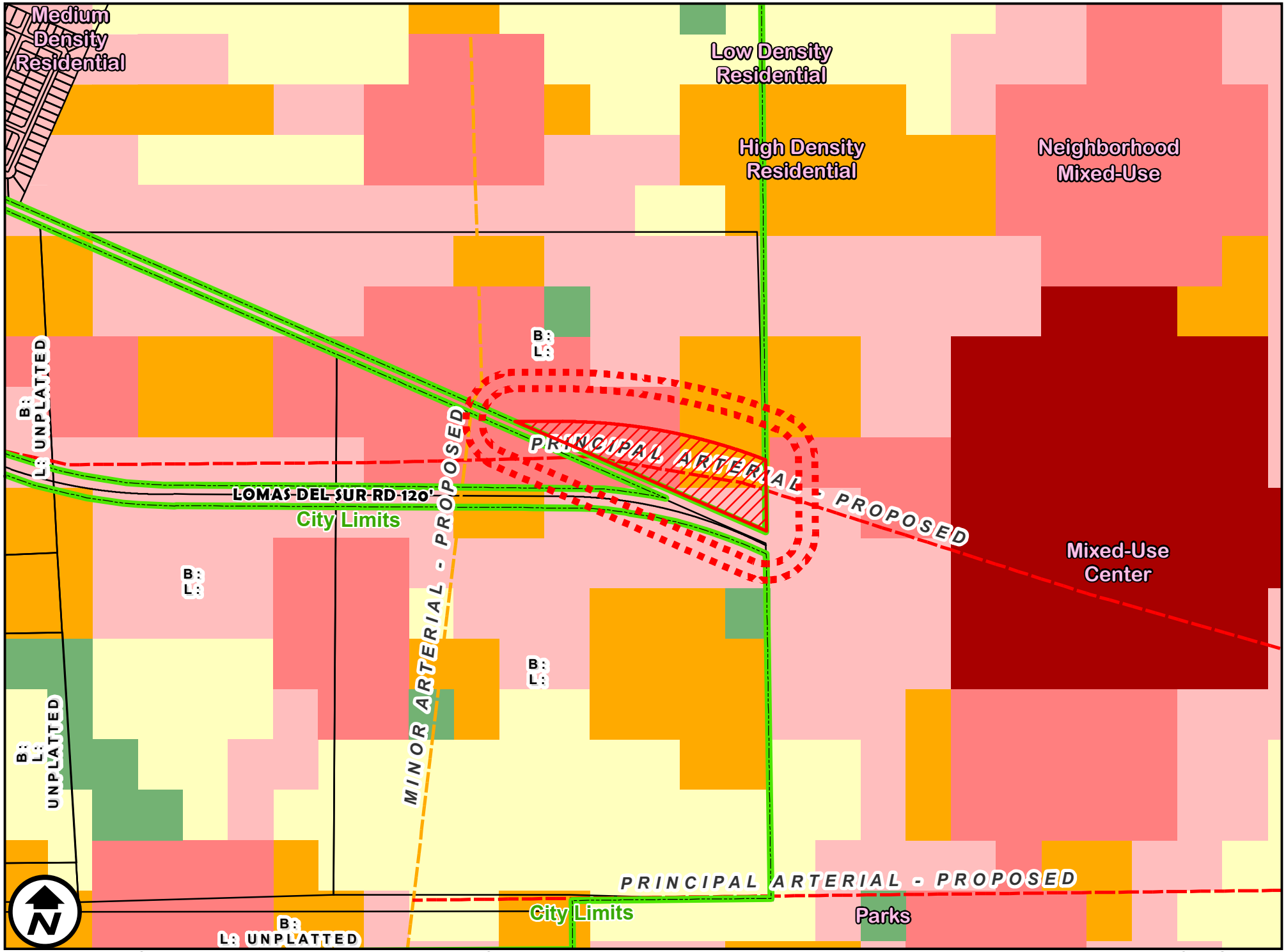


ZONING OVERVIEW

1 inch = 1,500 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

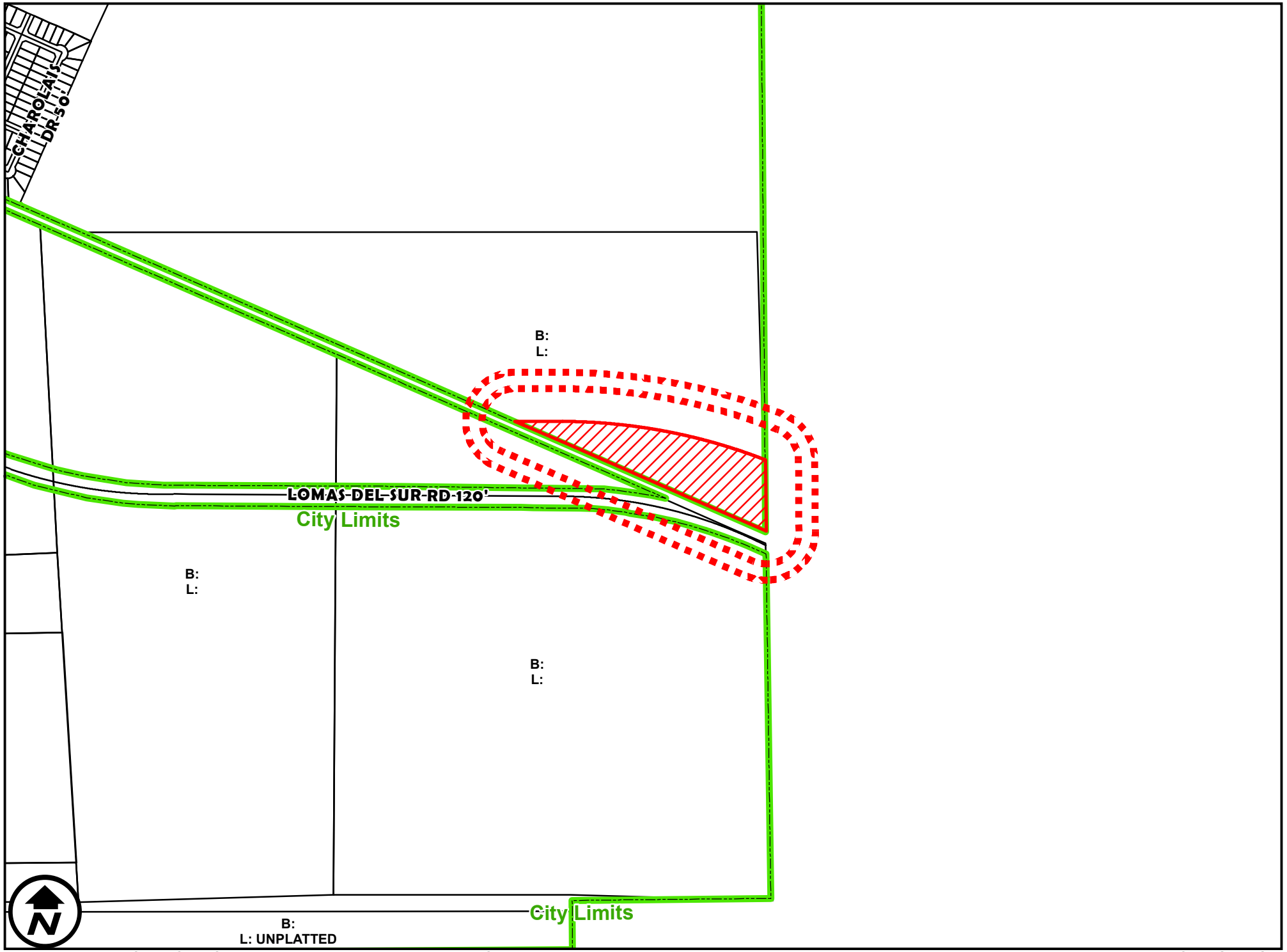


FUTURE LANDUSE

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) T
B-4 (HIGHWAY COMMERCIAL DISTRICT)

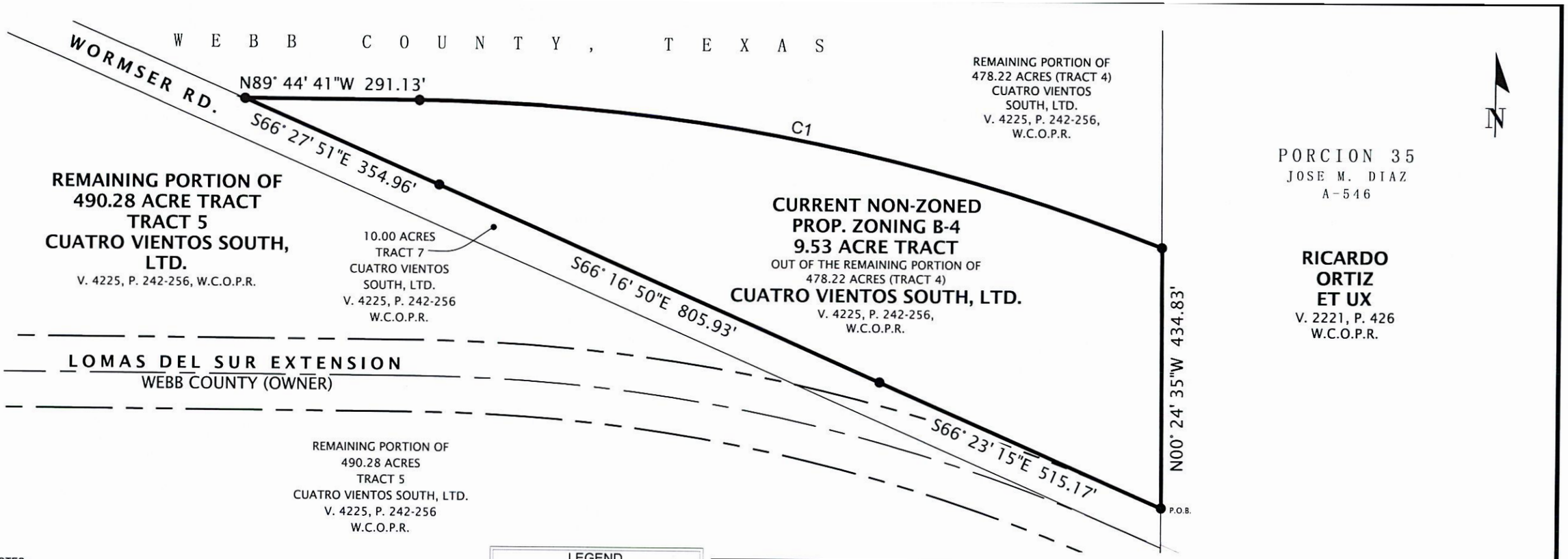


200' AND 300' NOTIFICATION

1 inch = 750 feet

ZC-041-2026
COUNCIL DISTRICT 3
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



NOTES:

1. ALL BEARINGS. DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. THIS SURVEY WAS DERIVED FROM GPS REAL TIME KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83 AND TIED TO CUATRO VIENTOS CONTROL.
3. SET 1/2" IRON RODS HAVE CAPS.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.

LEGEND

●	BOUNDARY CORNER
	PROP. REZONE. BOUND
	LOT LINE
	ZONING DISTRICT
X	FENCE LINE
	SURVEY LINE
FIR	FOUND IRON ROD
SIR	SET IRON ROD
FND. RR TIE	FOUND RAILROAD TIE
P.O.B.	POINT OF BEGINNING

Curve Table

#	Length	Direction	Ch. Len.	Radius	Delta
C1	1270.48'	N79°13'32"W	1263.36'	3460.00'	021.0219°

TOPSITE CIVIL GROUP
ENGINEERING + SURVEYING
LAND DESIGN + URBAN PLANNING
6262 McPHERSON ROAD, STE. 206
LAREDO, TEXAS 78041
topsite civil group,llc
engr.# F-22574 surv.#10194686
topsitecivil.com
O (956) 725-5057 C (956) 269-1239
m.escamilla@topsitecivil.com
j.martinez@topsitecivil.com

PROJECT #:	–
FIELD DATE:	–
DRAWN BY:	W.L.D.
APPROVED:	M.E.E.
DATE:	07.15.2021
SHEET:	2 of 2
FILE NAME:	518_AC_TRACT_1_REZONE_SURVEY_rev2.dwg

SCALE: 1"=200'
100 0 100 200
GRAPHIC SCALE IN FEET

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

JULY 15, 2021

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF

PROPOSED ZONE CHANGE OF 9.53 ACRE TRACT

OUT OF THE REMAINING PORTION OF
478.22 ACRES (TRACT 4)
PORCION 35
WEBB COUNTY, TEXAS

EXHIBIT A

METES & BOUNDS

PROPOSED ZONE CHANGE OF 9.53 ACRE TRACT CURRENT NON-ZONED TO B-4 ZONING

OUT OF THE REMAINING PORTION OF 478.22 ACRES
(TRACT 4)

CUATRO VIENTOS SOUTH, LTD.
WEBB COUNTY, TEXAS

EXHIBIT A

DATE: JULY 15, 2021
SHEET: 1 OF 2

BEING THE PORTION OF LAND CONTAINING 9.53 ACRES, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF THE REMAINING 478.22 ACRES DESIGNATED AS TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LTD., RECORDED IN VOLUME 4225, PAGES 242-256, WEBB COUNTY OFFICIAL PUBLIC RECORDS, SITUATED IN PORCION 35, WEBB COUNTY, TEXAS, AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 4, BEING ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD, ON THE WEST LINE OF A TRACT CONVEYED TO RICARDO ORTIZ AND ADRIANA ORTIZ, RECORDED IN VOLUME 2221, PAGE 426, WEBB COUNTY OFFICIAL PUBLIC RECORDS, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, WITH THE NORTH RIGHT-OF-WAY OF SAID WORMSER ROAD, THE FOLLOWING COURSES AND DISTANCES:
N 66° 23' 15" W, AT **515.17 FEET** A DEFLECTION CORNER HEREOF;
N 66° 16' 50" W, AT **805.93 FEET** A DEFLECTION CORNER HEREOF;
N 66° 27' 51" W, AT **354.96 FEET** THE WEST CORNER HEREOF;

THENCE, S 89° 44' 41" E OVER AND ACROSS SAID TRACT 4, AT **291.13 FEET** TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 3460.00 FEET, FOR A POINT OF CURVATURE HEREOF;

THENCE, CONTINUING ALONG SAID CURVE TO THE RIGHT, A CHORD DIRECTION OF S 79° 13' 32" E, A CHORD LENGTH OF 1263.36 FEET, AT AN ARC LENGTH OF 1270.48 FEET TO A POINT ON THE EAST LINE OF SAID ORTIZ TRACT, THE WEST LINE OF SAID TRACT 4, FOR THE NORTHEAST CORNER HEREOF;

THENCE, S 00° 24' 35" E WITH THE WEST LINE OF SAID ORTIZ TRACT, THE EAST LINE OF SAID TRACT 4, AT **434.83 FEET THE POINT OF BEGINNING AND CONTAINING 9.53 ACRES (415,189 S.F.), MORE OR LESS.**

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.

TOPSITE CIVIL GROUP
ENGINEERING + SURVEYING
LAND DESIGN + URBAN PLANNING
6262 McPHERSON ROAD, STE. 206
LAREDO, TEXAS 78041

topsite civil group,llc
engr.# F-22574 surv.#10194686
topsitecivil.com
O (956) 725-5057 C (956) 269-1239
m.escamilla@topsitecivil.com
j.martinez@topsitecivil.com

PROJECT #:	--
FIELD DATE:	
DRAWN BY:	W.L.D.
APPROVED:	M.E.E.
DATE:	07.15.2021
SHEET:	1 of 2
FILE NAME:	518_AC_TRACT_1_REZONE_SURVEY_rev2.dwg

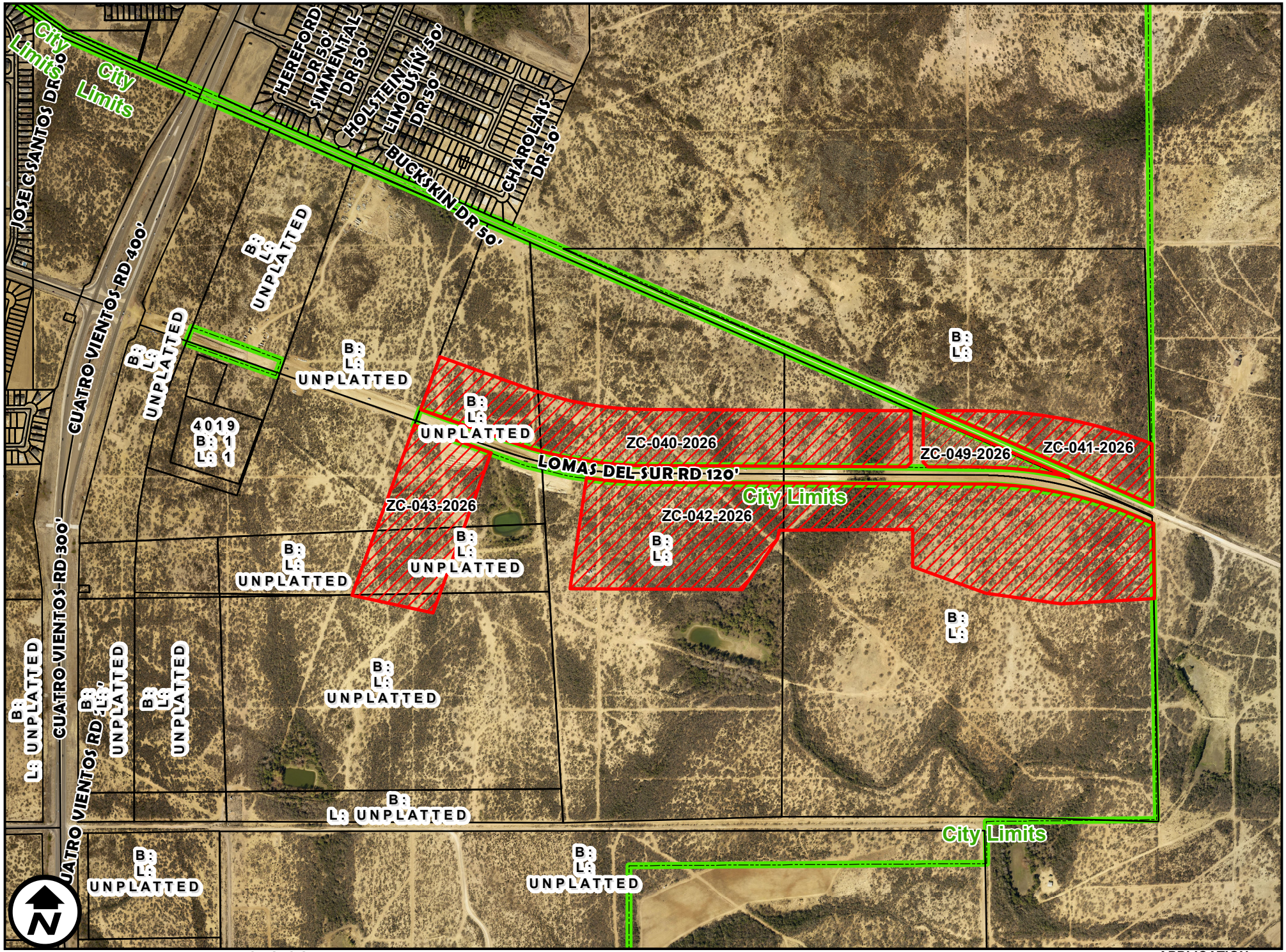
CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

JULY 15, 2021

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

ZC-041-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT



AERIAL MAP

1 inch = 875 feet

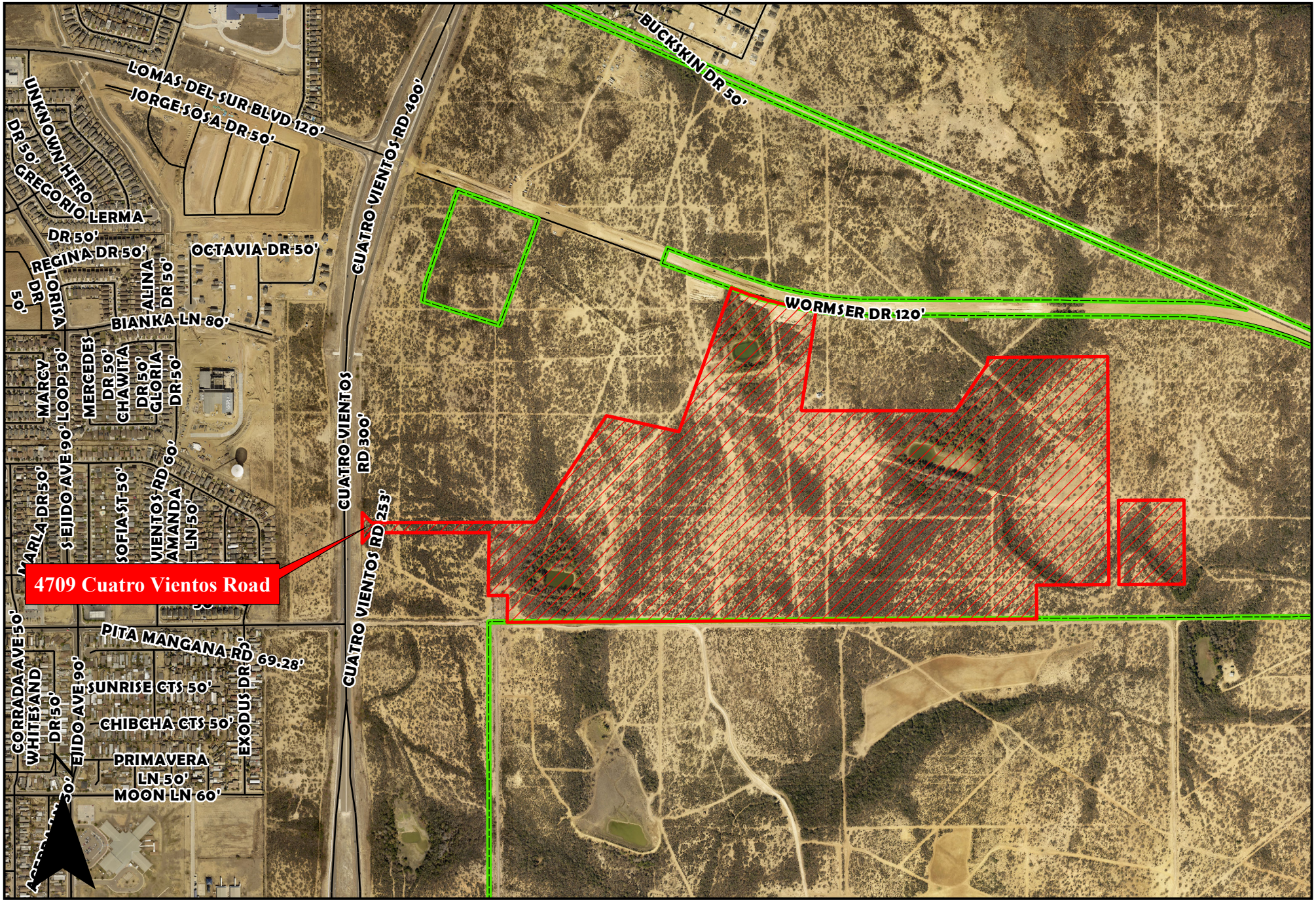
TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

APPLICATION
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

Date: 7/17/2023

LOCATION MAP

PLANNING AND ZONING DEPARTMENT

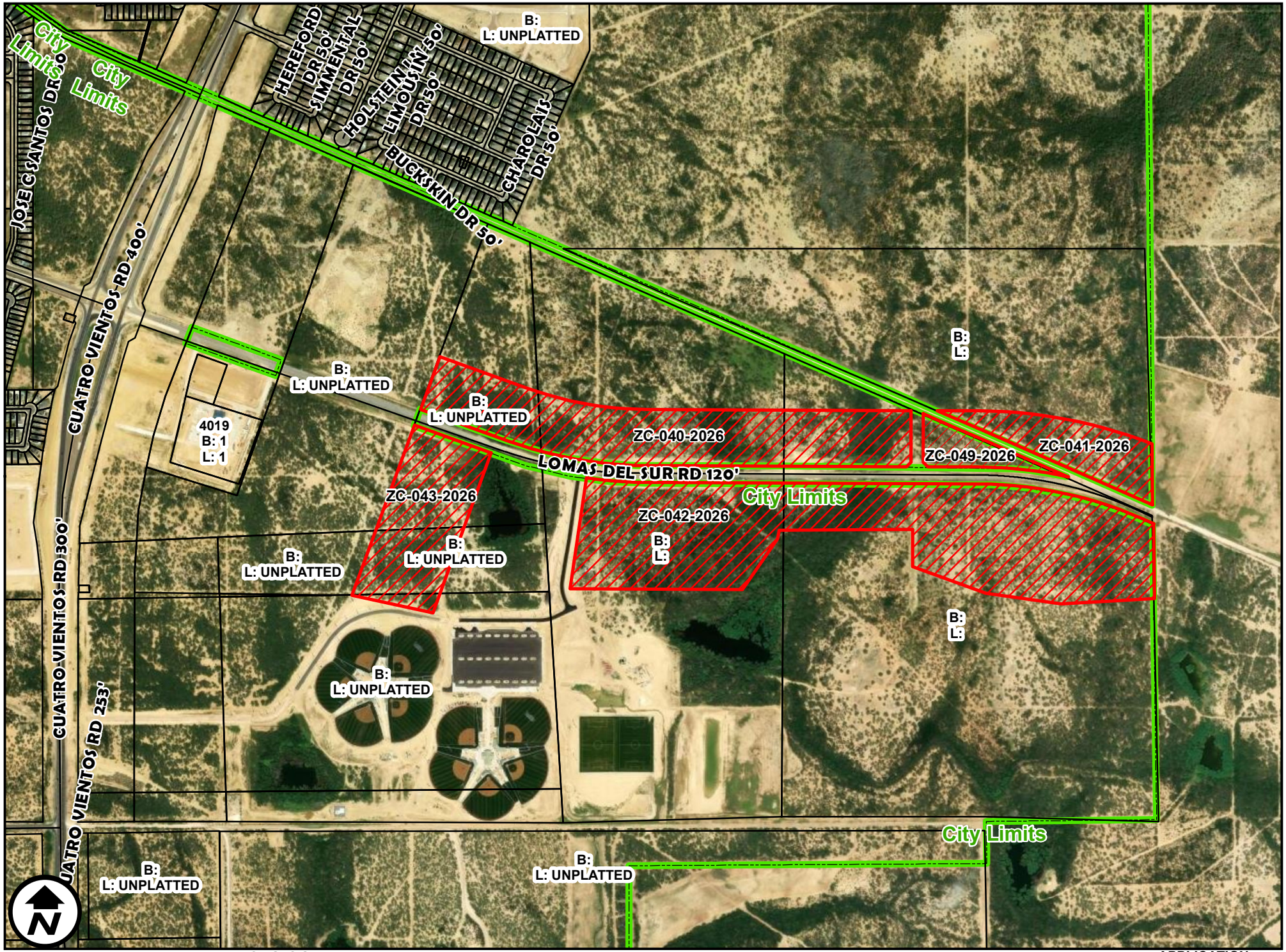


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 1,000 feet



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

APPLICATION 150

AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT B-4 (HIGHWAY COMMERCIAL DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 9.53 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED NORTH OF LOMAS DEL SUR ROAD AND EAST OF CHAROLAIS DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 9.53 acres, located north of Lomas Del Sur Road and east of Charolais Drive, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 9.53 acres, located north of Lomas Del Sur Road and east of Charolais Drive, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 21.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.92 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change. Staff does not support the application.

ZC-049-2026
District I

Council District: District 1 **Zone Case:** ZC-049-2026

Letters sent to property owners: 9

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning & Zoning Commission in a 8 to 0 vote recommended approval of the proposed zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-049-2026

Comprehensive Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Neighborhood Mixed-Use Future Land Use Description

"A mix of residential, retail, office, and service uses designed to serve nearby neighborhoods."
(Page 1.23)
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:
The Future Land Use designation for the subject property is **Neighborhood Mixed Use**, which emphasizes neighborhood-serving commercial activity integrated with residential uses. The requested **B-4 Highway Commercial District** permits regional-scale commercial uses intended to serve broader markets rather than neighborhood-level activity. The staff report further notes that Neighborhood Mixed Use excludes B-4 zoning districts.

Policy 1.2.2

"Encourage well-designed commercial development that is compatible with adjacent residential neighborhoods."
Policy 1.2.2, Page 1.28
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:
The subject property abuts residential zoning districts on multiple sides and is located near the Buena Vista Sports Complex. B-4 zoning allows higher-intensity uses such as warehousing, bars, and heavy vehicle operations, which may create compatibility concerns with nearby residential and recreational uses.

Policy 3.1.1

"Encourage development along major transportation corridors that supports economic development while maintaining compatibility with adjacent land uses."
Policy 3.1.1, Page 3.14
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:
While Cuatro Vientos Road is identified as an expressway corridor, the policy emphasizes maintaining compatibility with adjacent land uses. The introduction of highway commercial zoning adjacent to residential districts may create land use conflicts inconsistent with this compatibility requirement.

Policy 5.2.1

"Promote infill development and redevelopment in areas with existing infrastructure and services."
Policy 5.2.1, Page 5.32
Source: *Viva Laredo City of Laredo Comprehensive Plan.*

Relevance:
The subject property is surrounded by largely vacant land and is located in a developing growth area. Introducing a high-intensity commercial district ahead of surrounding residential development may disrupt coordinated land use sequencing and long-term development patterns.

---

3. Summary of Alignment

The proposed rezoning from **R-1A to B-4** demonstrates **Weak/None alignment** with the *Viva Laredo Comprehensive Plan*.

The Future Land Use Map designates the property as **Neighborhood Mixed Use**, which supports neighborhood-serving commercial activity integrated with residential development. The requested **B-4 Highway Commercial District** is intended for regional-scale commercial uses and is specifically excluded from the Neighborhood Mixed Use category.

The proposal does not directly implement any verbatim goal or policy supporting highway commercial development within neighborhood-oriented mixed-use areas. Instead, it introduces a level of commercial intensity that may conflict with the surrounding residential zoning pattern and nearby community-oriented facilities such as the Buena Vista Sports Complex.

The requested zoning may result in:

- Increased heavy vehicle traffic incompatible with residential areas
- Reduced neighborhood compatibility
- Potential disruption of long-term residential growth patterns
- Creation of an isolated high-intensity commercial district

Broader Planning Themes Implicated

This proposal intersects with several key Comprehensive Plan planning themes, including:

- **Neighborhood Compatibility:** Potential conflicts between highway commercial uses and adjacent residential zoning districts.
- **Public Health and Safety:** Increased truck activity near residential areas and recreational facilities may impact safety.
- **Mobility and Transportation:** Expressway adjacency supports commercial access but requires careful intensity control.
- **Economic Development:** While commercial development supports growth, its scale must align with adopted land use designations.
- **Growth Management:** Maintaining consistency between zoning districts and Future Land Use designations supports predictable urban development.

---

4. Additional Requirement Statement

No applicable goal or policy identified in the Viva Laredo Comprehensive Plan that directly supports B-4 Highway Commercial zoning within areas designated as Neighborhood Mixed Use.

Final Determination

Weak/None Alignment

The proposed rezoning introduces a highway commercial zoning classification that conflicts with the Neighborhood Mixed Use Future Land Use designation and compatibility policies outlined in the *Viva Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 5/18/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Cuatro Vientos South, Ltd., Owner; and Ricardo M. Villarreal, Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 3.92 acres, as further described by metes and bounds in attached Exhibit A, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change. Staff **does not support** the application.

ZC-049-2026
District I

PREVIOUS COUNCIL ACTION
On December 6, 2021, City Council approved an annexation and establish the initial zoning of R-1A and B-3. (Ordinance Number 2021-O-237).

BACKGROUND

Council District: I – Gilbert Gonzalez

Proposed use: The proposed use is commercial. The applicant did not identify the specific proposed use.

Site: The site is currently vacant developed land.

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant, undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway. However, Lomas del Sur Road is being proposed as a 120-foot-wide road.

www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 9 In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning & Zoning Commission in a 8 to 0 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

Staff **does not support** the zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH), which does not allow B-4 zoning districts.
2. The proposed site is abutting R-1A zoning districts to the north, east, and west of the site.
3. The proposed site is within the vicinity to the Buena Vista Sports Complex and is abutting residential zoning districts, which generates consistent passenger vehicle activity; introducing B-4 uses could add 18-wheeler traffic, potentially resulting in increased congestion and safety concerns.
4. The B-4 zoning district permits higher-intensity uses, including bars, warehousing, and heavy equipment operations such as tractor-trailers. This type of activity would be incompatible with the abutting residential districts and the adjacent Buena Vista Sports Complex, which is intended to serve families and the general public.
5. A B-3 zoning district would be more appropriate at this location, as it would allow for commercial uses that could complement and support the Buena Vista Sports Complex, such as restaurants, retail, and service-oriented businesses.

   - Any uses that would require a zoning higher than a B-3 zone, may apply for a conditional use permit. However, a conditional use permit is not guaranteed.
6. The proposed zone change may adversely impact the surrounding area and future development patterns, particularly due to its proximity to and direct adjacency with the Buena Vista Sports Complex, which is intended to serve as a recreational and community-oriented use.

Notice to the owner/applicant:

1. The approval of the zone change does not guarantee the issuance of a building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded vacant undeveloped land.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes, the proposed zone will create an isolated zoning district.

Will change adversely influence living conditions in the neighborhood?

The proposed zone change is anticipated to have a negative impact on the surrounding area and nearby developments, as the site directly abuts residential zoning districts.

Are there substantial reasons why the property cannot be used in accordance with

existing zoning?
Yes. The existing zone does not allow for a highway commercial uses as intended by the applicant. The applicant did not specify the specific proposed use.

Attachments

Comp Plan Alignment

Maps

Zone Change Signage

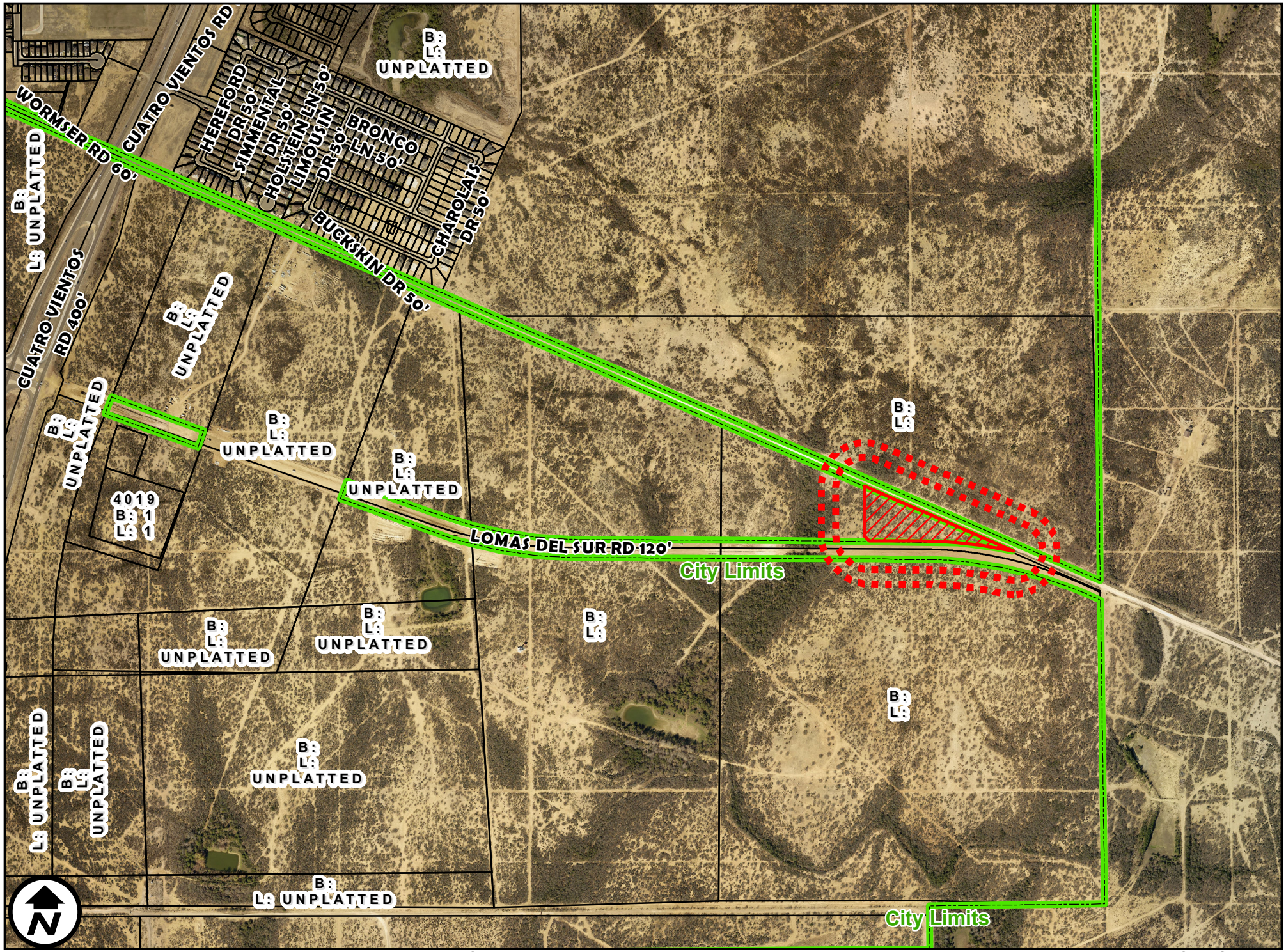
Survey, Metes, & Bounds

Combined Cases Aerial Map

Buena Vista Sports Complex Aerial Map

Combined Cases & Buena Vista Sports Complex

Draft Ordinance

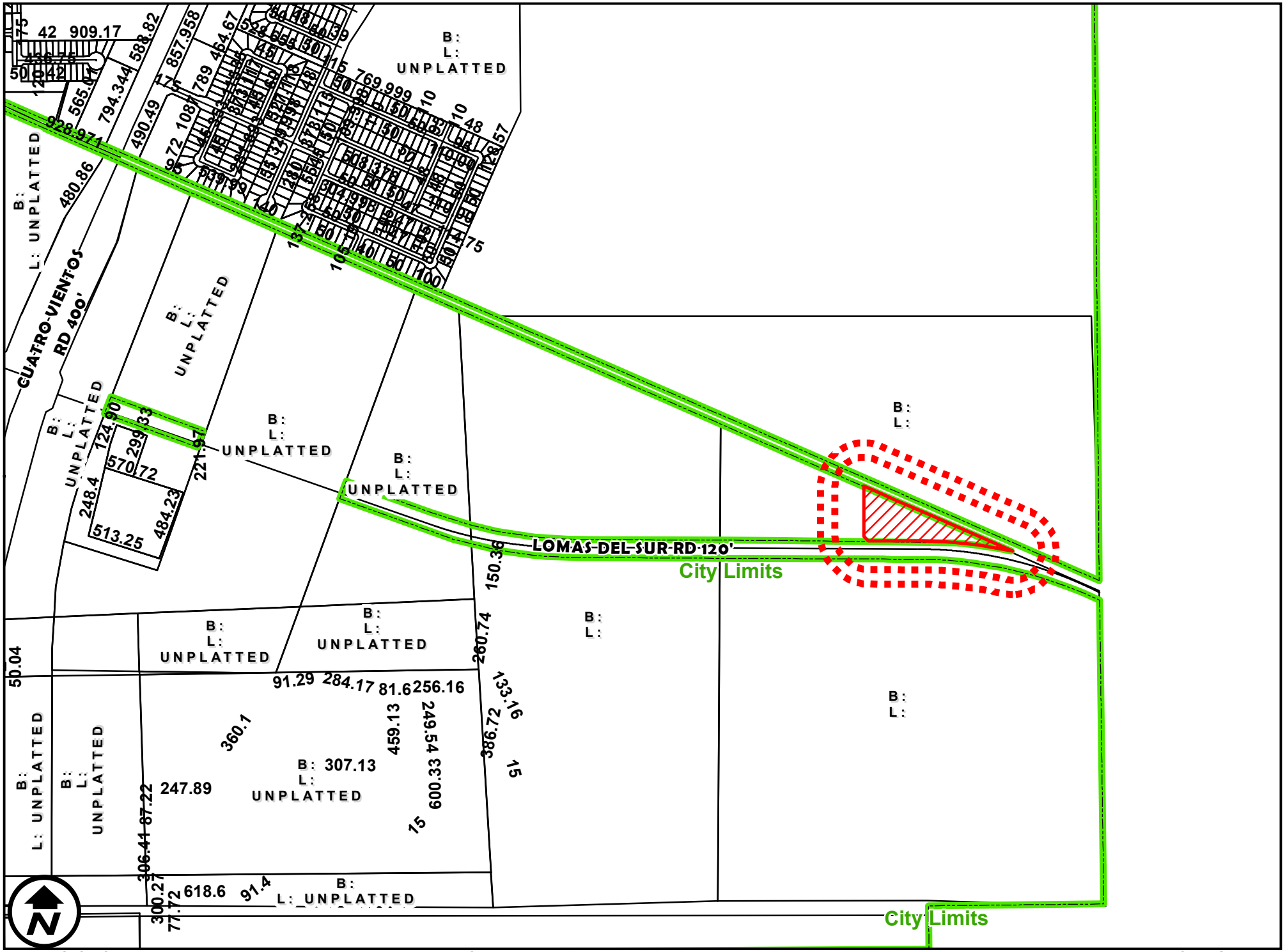


AERIAL MAP

1 inch = 850 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 850 feet

ZC-049-2026

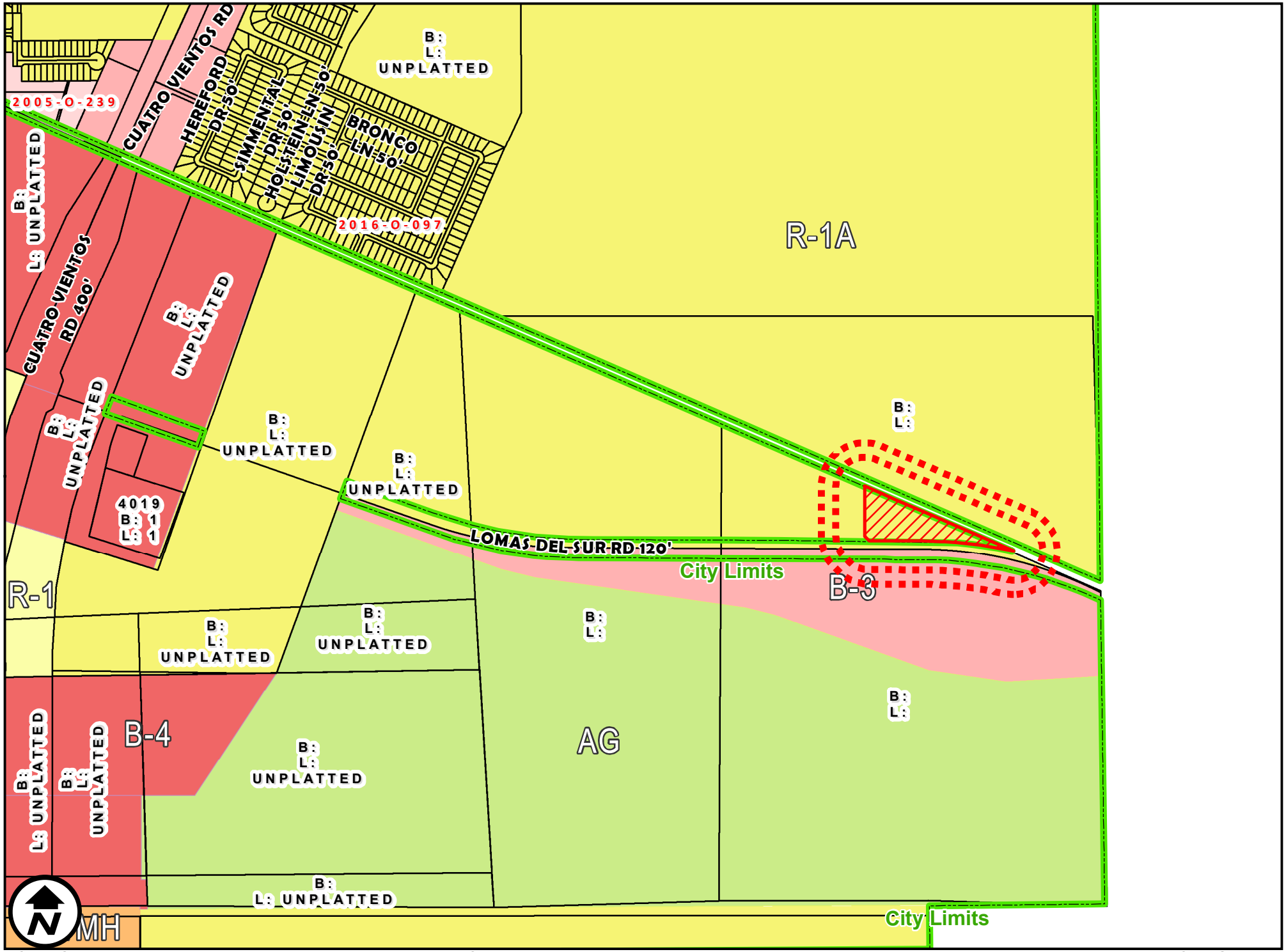
COUNCIL DISTRICT 1

NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)

B-4 (HIGHWAY COMMERCIAL DISTRICT)

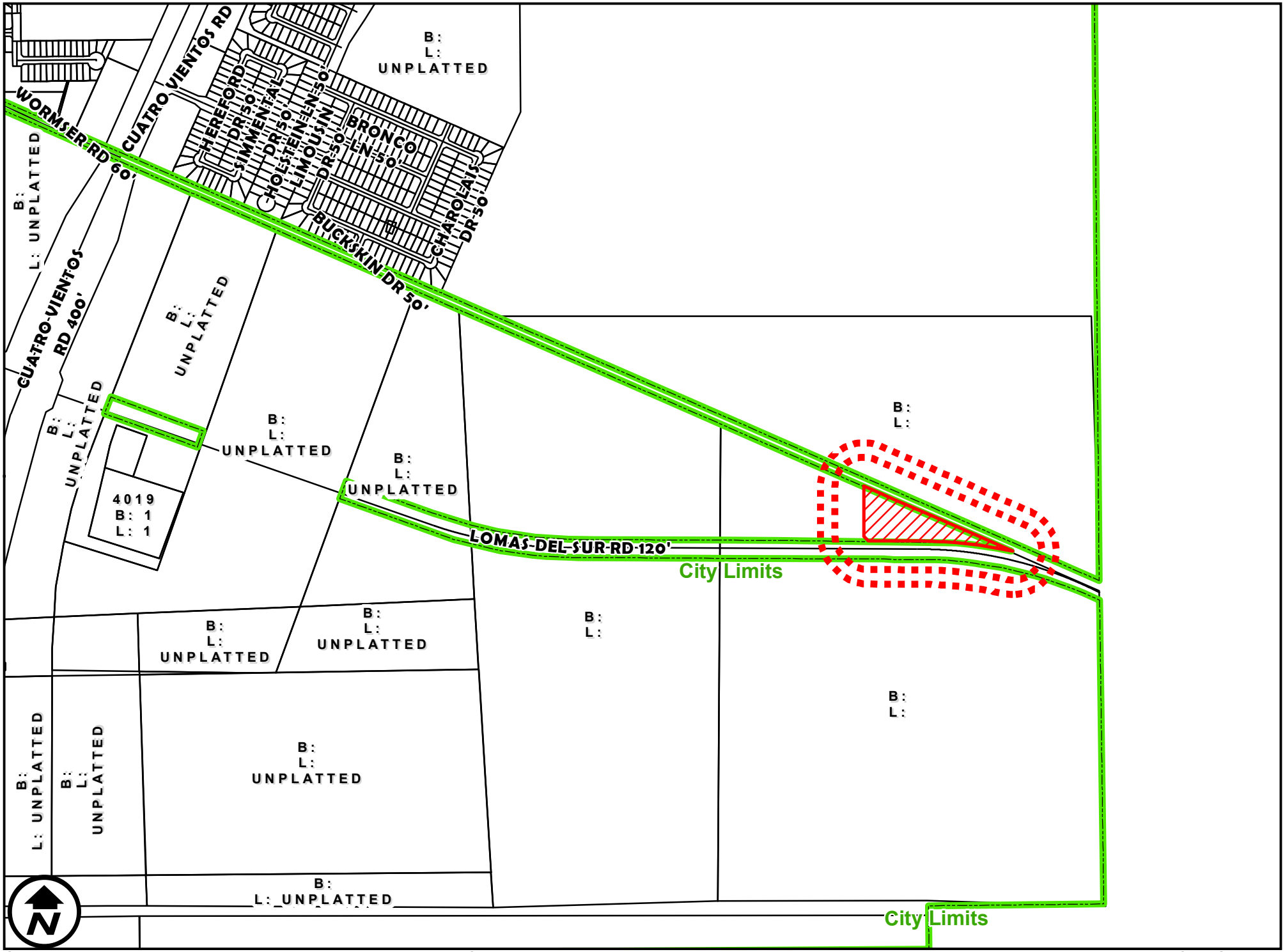


ZONING MAP

1 inch = 850 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

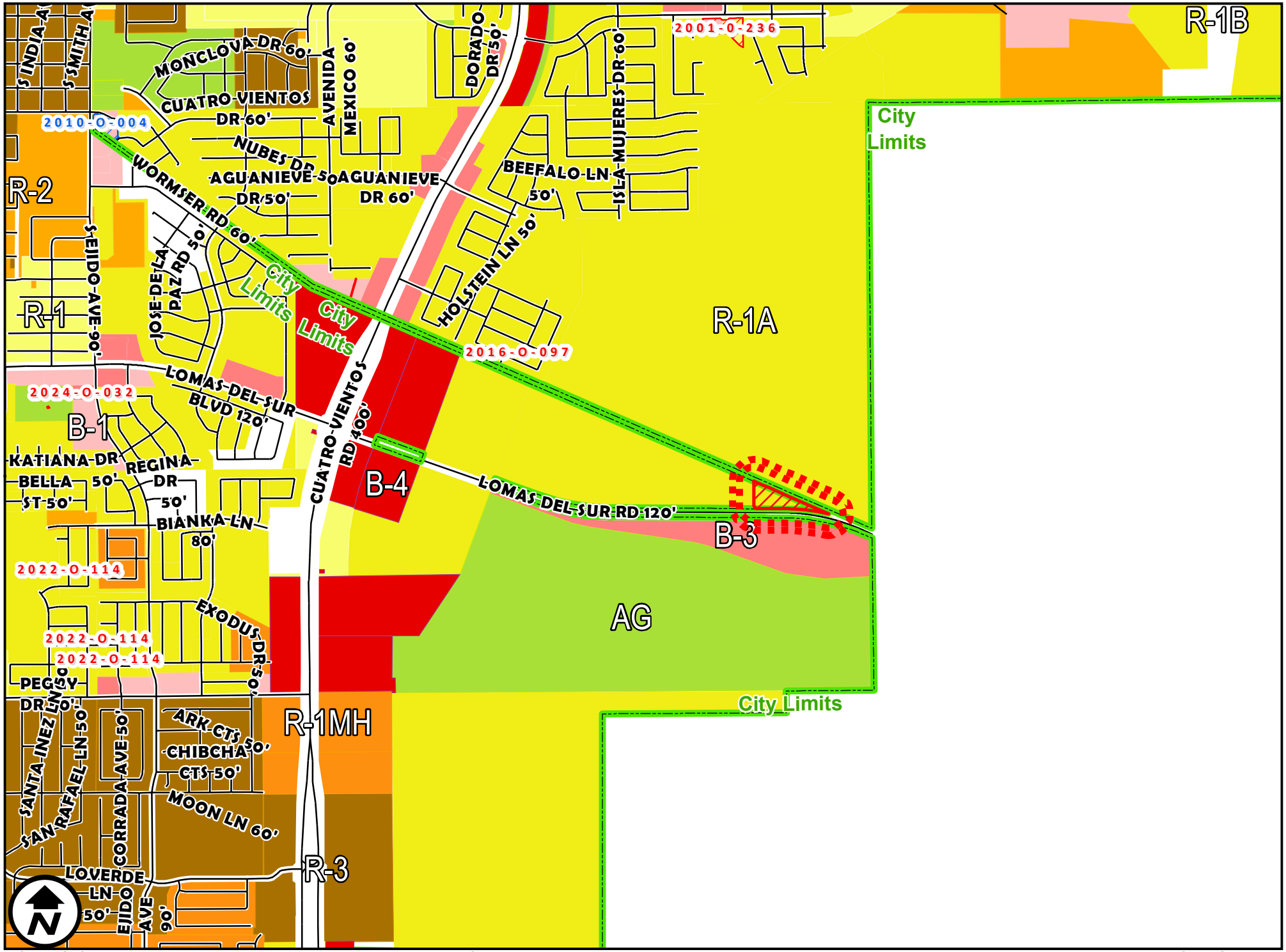


SURVEY MAP

1 inch = 850 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

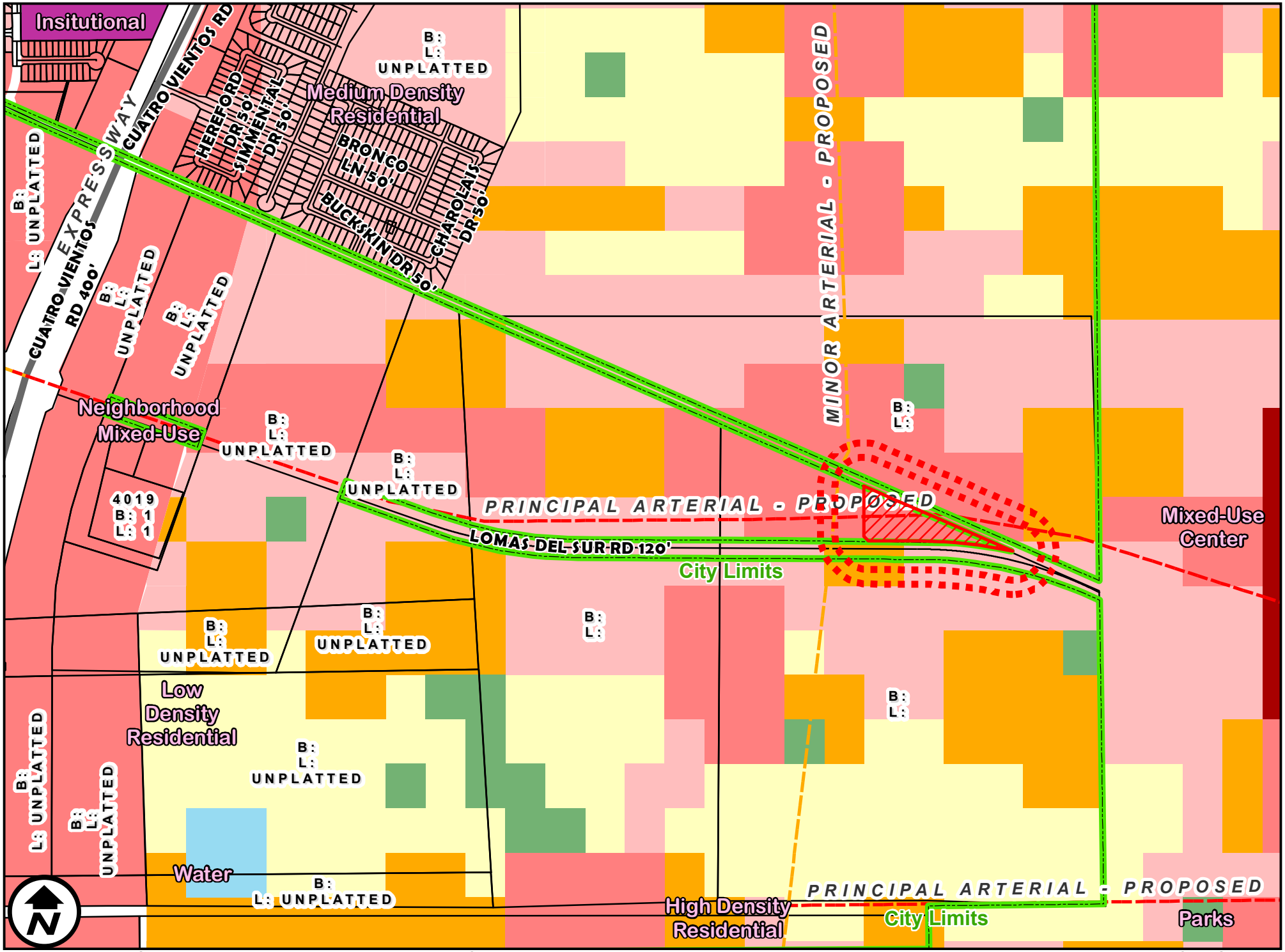


ZONING OVERVIEW

1 inch = 1,700 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

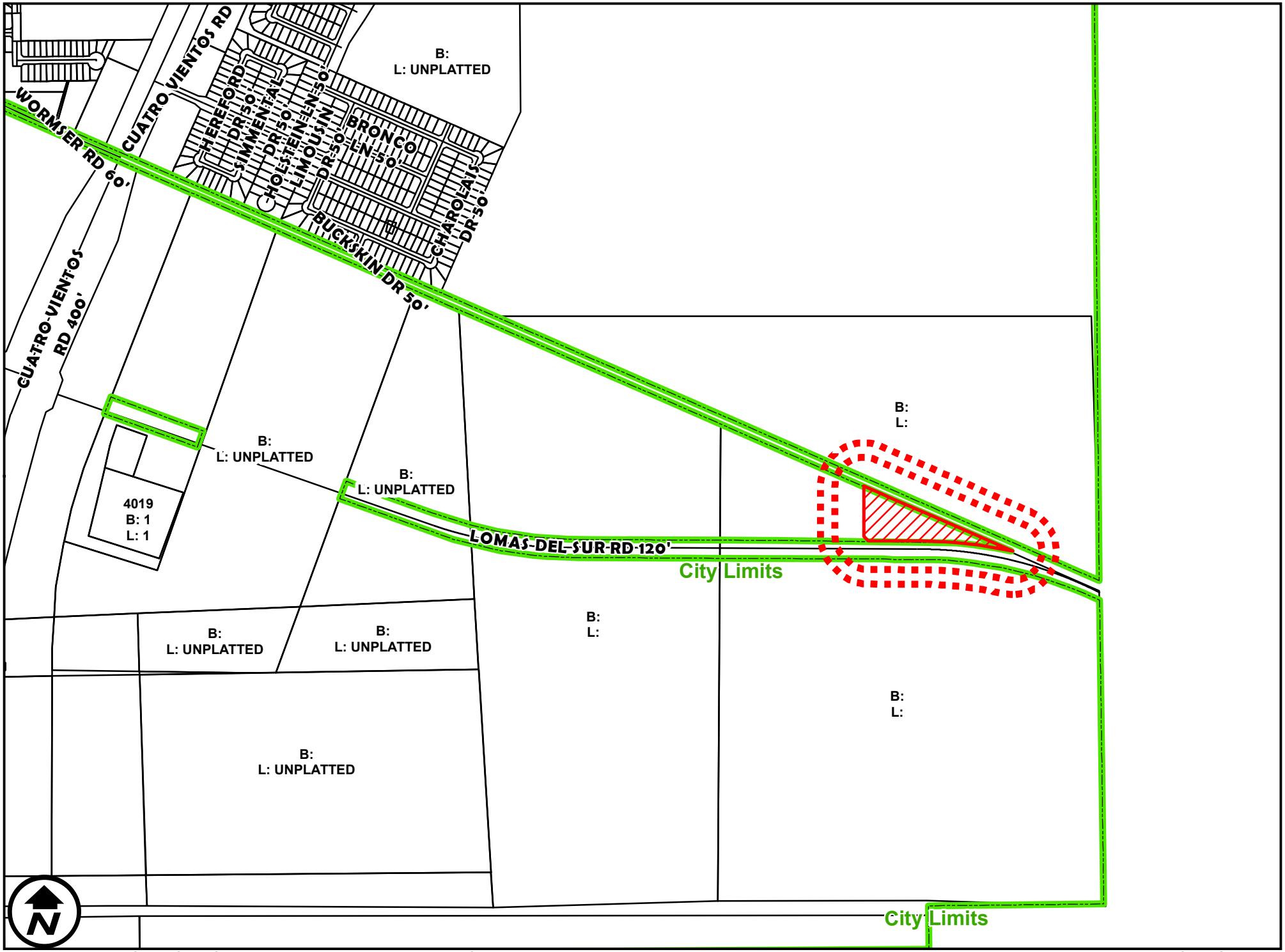


FUTURE LANDUSE

1 inch = 850 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 850 feet

ZC-049-2026
COUNCIL DISTRICT 1
NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

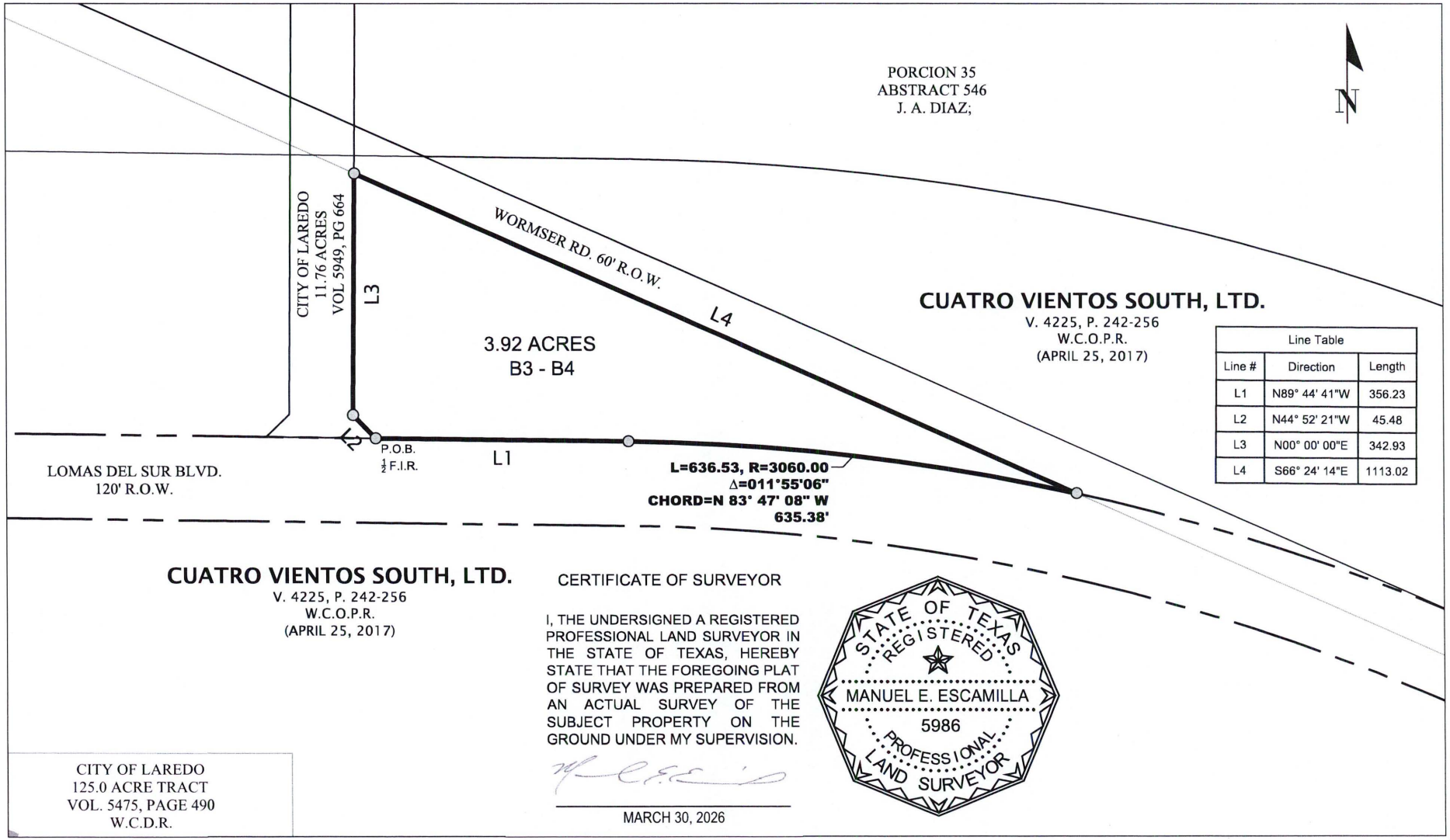
APPLICATION F
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

EXHIBIT A

A SURVEY OF AN 3.92 ACRE TRACT OF LAND, BEING OUT OF A CUATRO VIENTOS TRACT, CONVEYED BY DEED VOL. 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF PORCION 35, ABSTRACT 546, J.M. DIAZ ORIGINAL GRANTEE, ALSO BEING OUT OF SURVEY 2149, ABSTRACT 594 R.H. RAINS ORIGINAL GRANTEE, CITY OF LAREDO WEBB COUNTY TEXAS

TOPSITE Civil Group
10901 INTERNATIONAL BLVD., SUITE 300
LAREDO, TEXAS, 78045
TEL. 956.725.5057
WEB. WWW.TOPSITECIVIL.COM
TBPELS ENGINEERING FIRM REG. F-22574
TBPELS SURVEY REG. 10194686

LEGEND	
○	PROPERTY CORNER
———	PROPERTY LINE
———	LOT LINE
FIR	FOUND IRON ROD
FC	FENCE CORNER
— · — · —	ABSTRACT DIVIDER



Line Table		
Line #	Direction	Length
L1	N89° 44' 41"W	356.23
L2	N44° 52' 21"W	45.48
L3	N00° 00' 00"E	342.93
L4	S66° 24' 14"E	1113.02

CUATRO VIENTOS SOUTH, LTD.
V. 4225, P. 242-256
W.C.O.P.R.
(APRIL 25, 2017)

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

MARCH 30, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

CITY OF LAREDO
125.0 ACRE TRACT
VOL. 5475, PAGE 490
W.C.D.R.

3.92 ACRE TRACT

PORCION 35, J.M. DIAZ A-546
WEBB COUNTY, TEXAS

EXHIBIT A

DATE: 03-30-26
SHEET: 1 OF 2

BEING A TRACT OF LAND CONTAINING 3.92 ACRES OUT OF A TRACT OF LAND COVEYED BY DEED RECORDED IN VOLUME 4225, PAGE 242, W.C.O.P.R. AND ALSO BEING OUT OF ABSTRACT 546, PORCION 35, J.A. DIAZ ORIGINAL GRANTEE, CITY OF LAREDO, WEBB COUNTY TEXAS. SAID 3.92 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND ½" IRON ROD BEING THE SOUTH EASTERN CORNER CLIP OF AN 11.76 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LAREDO BY VOL. 5949, PAGE 664 W.C.O.P.R.

THENCE **N 44° 52' 21" W** ALONG SAID 11.76 ACRE TRACT A DISTANCE OF 45.48' TO A POINT OF DEFLECTION HEREOF;

THENCE **NORTH** ALONG SAID 11.76 ACRE TRACT OF LAND A DISTANCE OF **342.93'** TO AN EXISTING FENCE BEING GENERALLY ALONG THE SOUTHERN ROW OF WORMSER RD. AND A POINT OF DEFLECTION HEREOF;

THENCE **S 66° 24' 14" E** GENERALLY ALONG SAID FENCE AND SOUTHERN WORMSER ROW A DISTANCE OF **1113.02'** TO A NON-TANGENT POINT OF CURVATURE FOR A CURVE TO THE LEFT WITH A RADIUS OF 3060' AND A CHORD OF N 83° 47' 08" W ~ 635.28'

THENCE ALONG SAID ARC LENGTH A DISTANCE OF **636.53'** TO A TANGENT POINT OF TANGENCY

THENCE **N 89° 44' 41" W** A DISTANCE OF **356.23'** TO THE POINT OF BEGINNING OF THIS 3.92 ACRE TRACT OF LAND.

TOPSITE Civil Group
6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	--
FIELD DATE:	--
DRAWN BY:	K.J.E.
APPROVED:	M.E.E.
DATE:	03/30/2026
SHEET:	1 of 2
FILE PATH:	3.92 acre tract.dwg

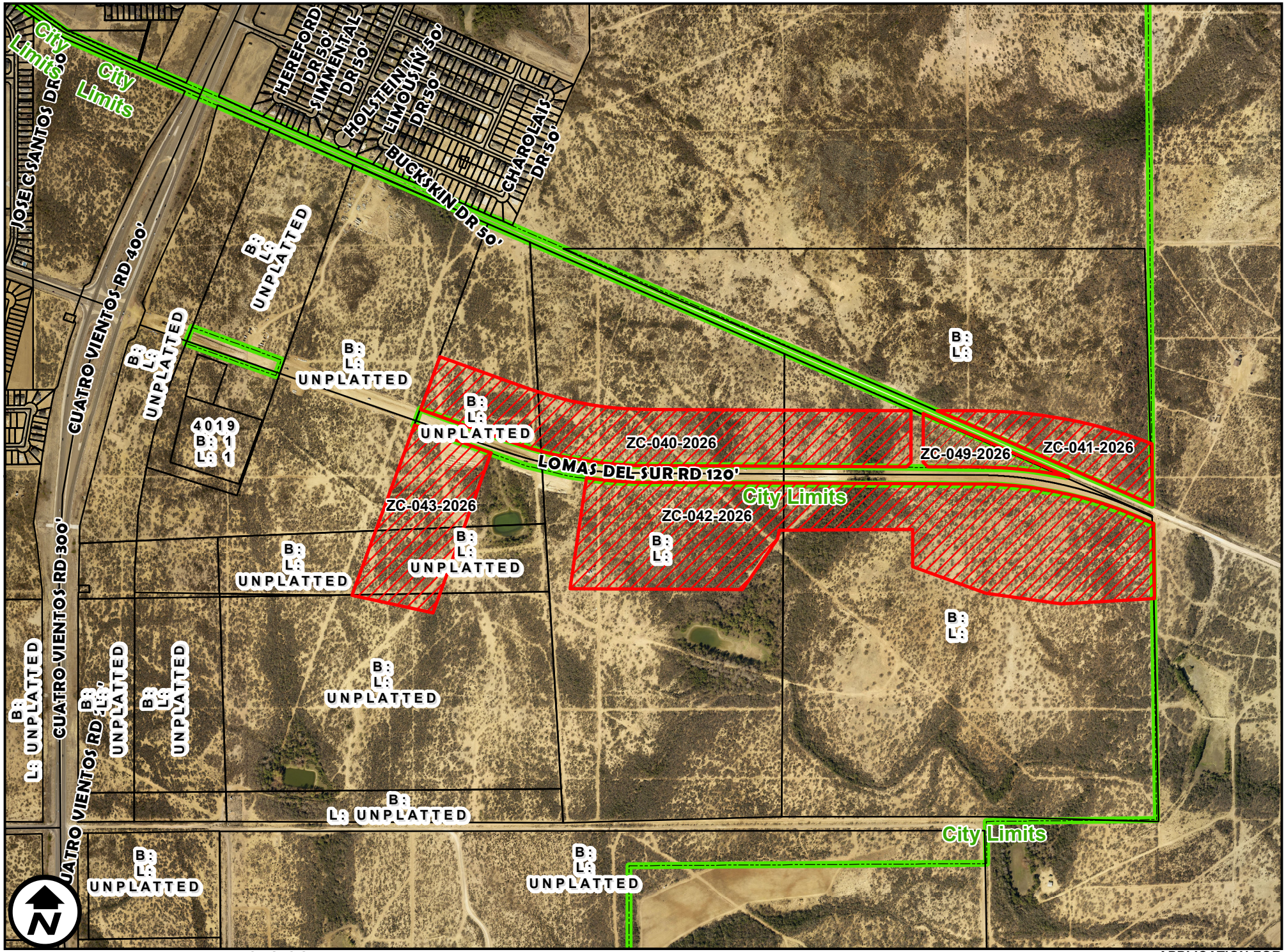
CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

MARCH 30, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

ZC-049-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

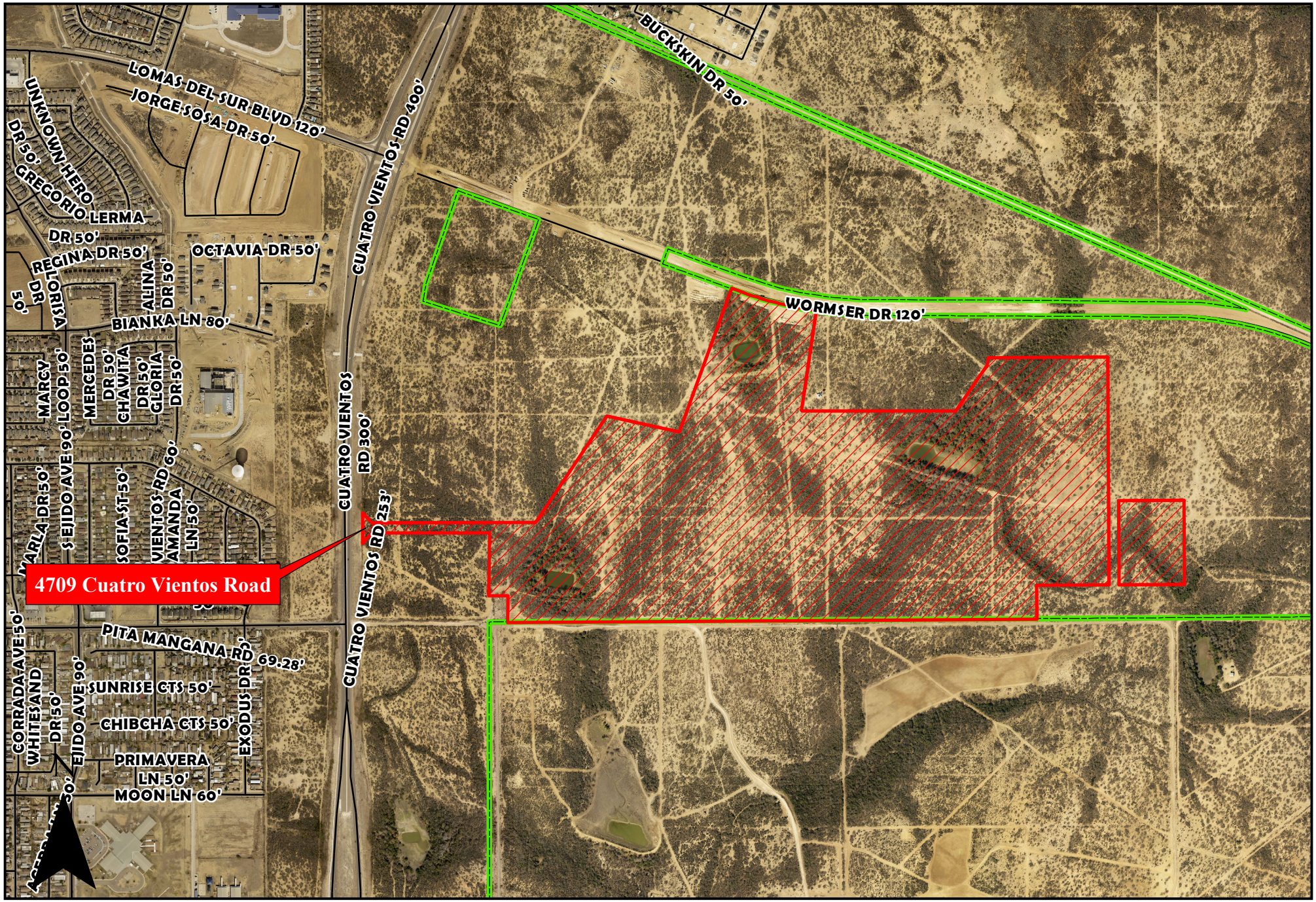
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

APPLICATION 171

Date: 7/17/2023

LOCATION MAP

PLANNING AND ZONING DEPARTMENT

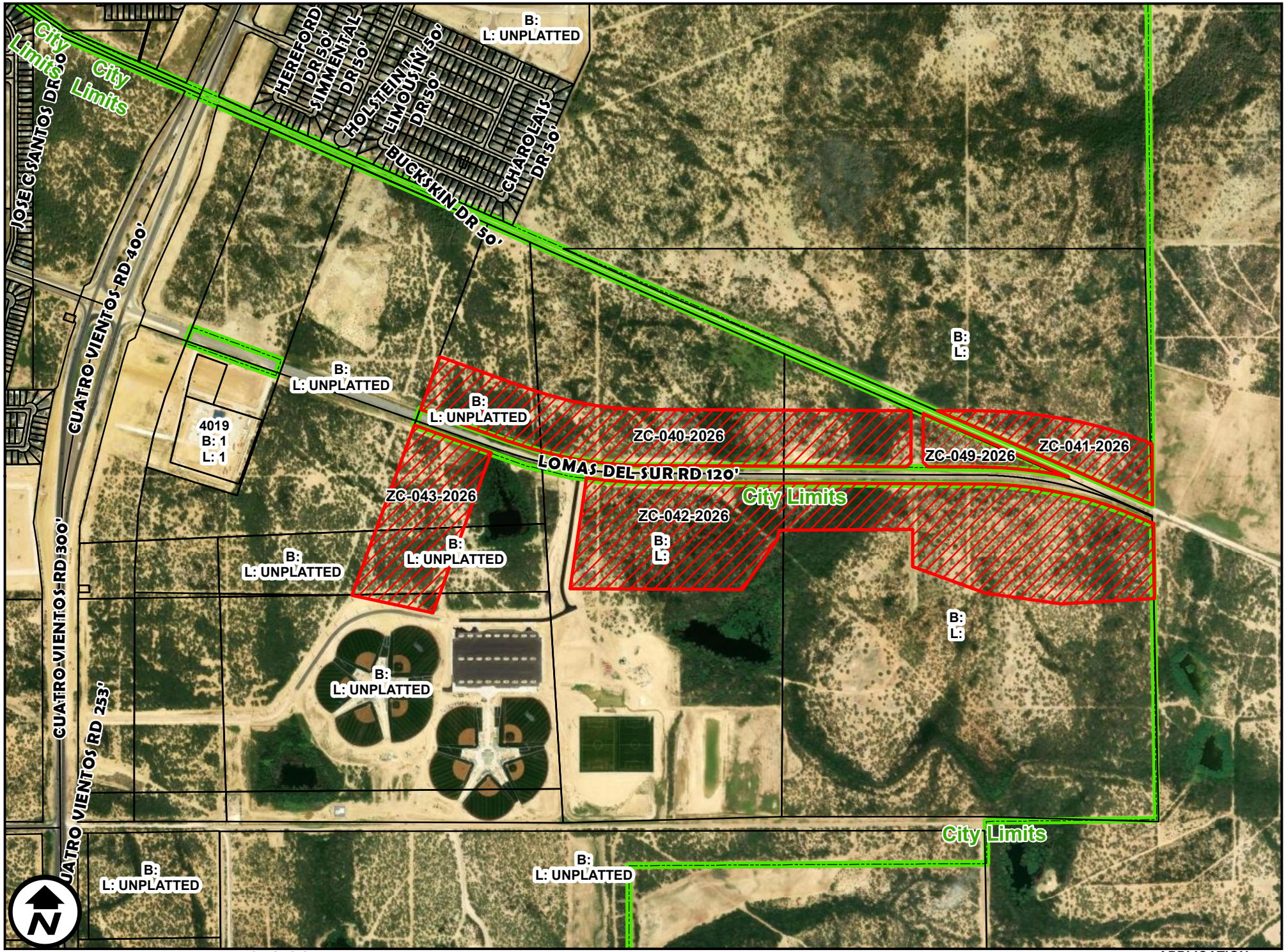


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 1,000 feet



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

APPLICATION
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)
B-4 (HIGHWAY COMMERCIAL DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 93.92 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED NORTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 3.92 acres, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 3.92 acres, located north of Lomas Del Sur Road and east of Cuatro Vientos Road, from R-1A (Single Family Reduced Area District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 22.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 10, Block X6, Southview Replat, Phase II, located at 3502 South Arkansas Avenue, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-038-2026
District II

Council District: District 2 **Zone Case:** ZC-038-2026

Letters sent to property owners: 25

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-038-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Low Density Residential

"Low Density Residential includes R-1, R-1MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Low Density Residential** on the Future Land Use Map. The proposed rezoning to **R-2 (Multi-Family Residential District)** is not included within this designation. Therefore, the request is inconsistent with the Comprehensive Plan's prescribed zoning districts for Low Density Residential areas.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The requested rezoning introduces a higher-density residential classification that is not supported by the Future Land Use designation. This conflicts with the Plan's directive to align zoning decisions with adopted land use policies.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
Although multi-family residential uses exist across South Arkansas Avenue, the subject property is located within an area predominantly characterized by **single-family residential development**. The proposed rezoning may disrupt the established zoning distinction and transition pattern between R-1 and R-2 areas along Arkansas Avenue and Louisiana Avenue.

---

3. Summary of Alignment

Agenda Item ZC-038-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning to R-2 conflicts with the **Low Density Residential** Future Land Use designation, which does not include R-2 zoning districts. This represents a direct inconsistency with the Plan's land use framework and its policy direction for orderly development.

While the surrounding context includes nearby duplexes and existing R-2 zoning across the street, these conditions reflect localized development patterns rather than alignment with the adopted Comprehensive Plan. The proposal introduces a higher-density residential classification into an area intended for lower-density uses, potentially affecting neighborhood character and established zoning transitions.

The agenda item primarily raises considerations related to **land use consistency**, **neighborhood compatibility**, and **growth management**, and does not substantively support the Plan's stated goals.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies were identified and applied.

Conclusion:
The proposed rezoning under Agenda Item ZC-038-2026 demonstrates **Weak/None alignment** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 05/18/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Professional Clean Services, Inc. Owner; Francisco Garcia & Martha I. Cruz Garcia, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 10, Block X6, Southview Replat, Phase II, located at 3502 South Arkansas Avenue, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **does not support** the application.

ZC-038-2026
District II

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: II - Cm. Ricardo "Richie" Range, Jr.

Proposed use: The proposed use is for residential (proposed second detached dwelling).
- The applicant was advised about applying for a conditional use permit (CUP), and decided to attempt the zone change instead of applying for the CUP.

Site: The site is currently occupied by a single-family residential structure.

Surrounding land uses: To the north of the site is Frees Street and predominantly single-family residential uses. To the east of the site is South Arkansas Avenue and multi-family residential uses (duplexes). To the south of the site is primarily single-family residential uses and Lomas del Sur Boulevard. To the west of the site is Louisiana Avenue, Frees Street, and primarily single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Arkansas Avenue as a Local Street and identifies Frees Street as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 25
Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which does not include R-2 zoning districts.

2. There is a clearly defined distinction between the R-1 and R-2 zoning districts along Arkansas Avenue and Louisiana Avenue, particularly in terms of permitted land uses, with R-1 designated for single-family residences and R-2 allowing multifamily development.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses and those public and semi-public uses normally considered an integral part of the neighborhood they serve.
.

Is this change contrary to the established land use pattern?
No. There are multi-family residential uses (duplexes) across from the proposed site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. Across South Arkansas Avenue is a large area of R-2 zoning.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since multi-family residential uses already exists within the vicinity of the site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a detached second dwelling as intended by the applicant.

Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

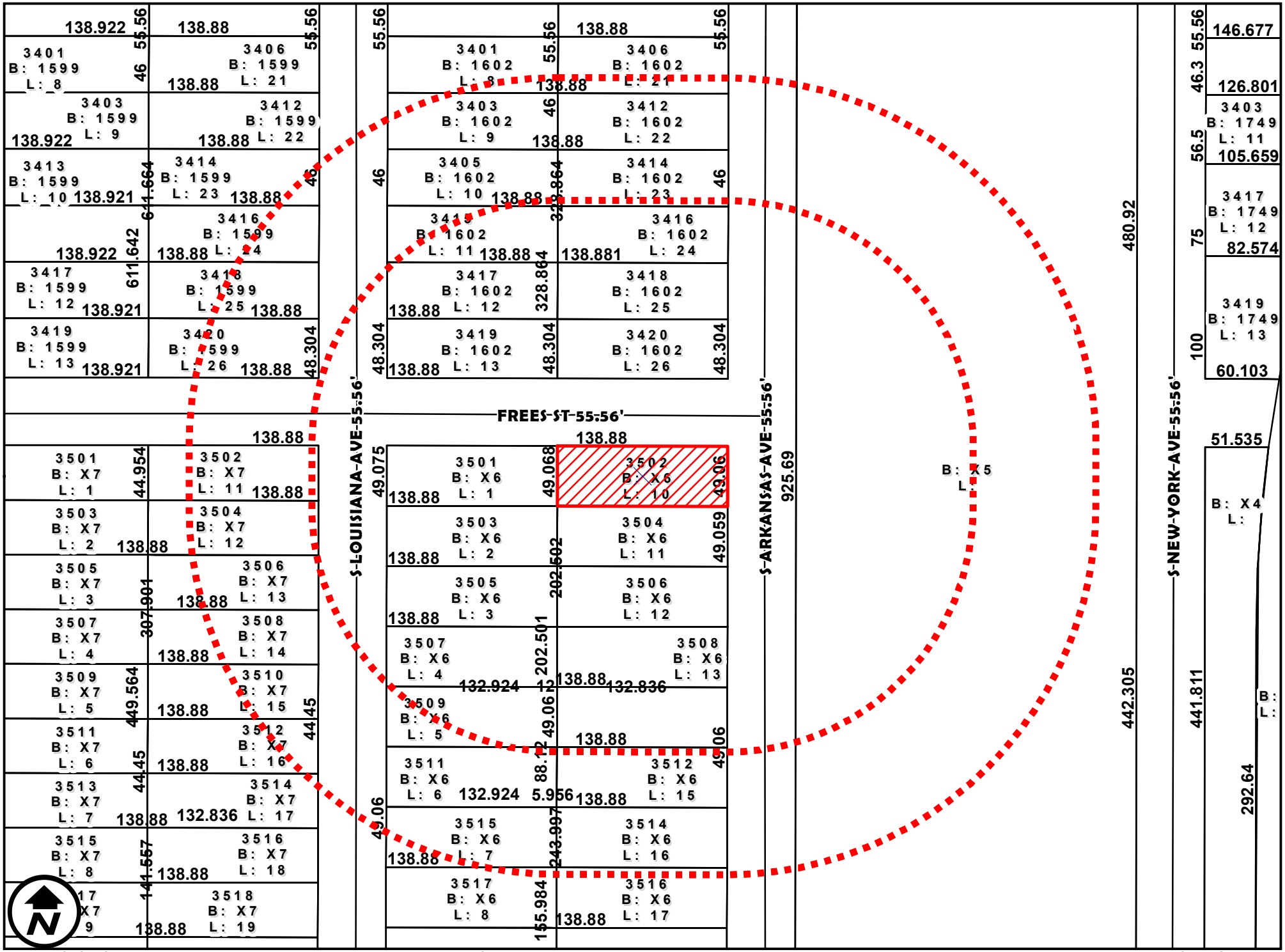
Draft Ordinance

AERIAL MAP

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

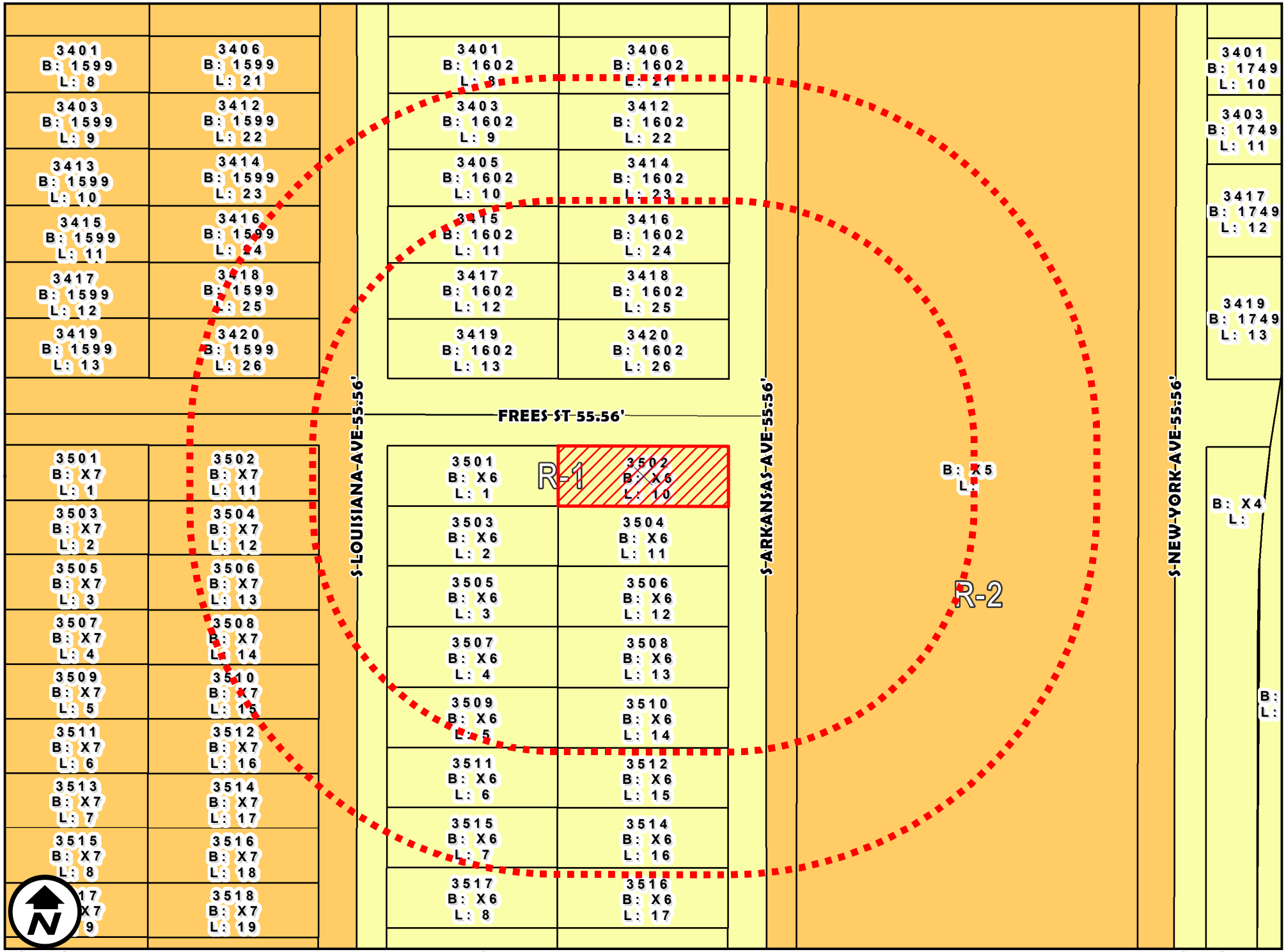


DIMENSIONS MAP

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

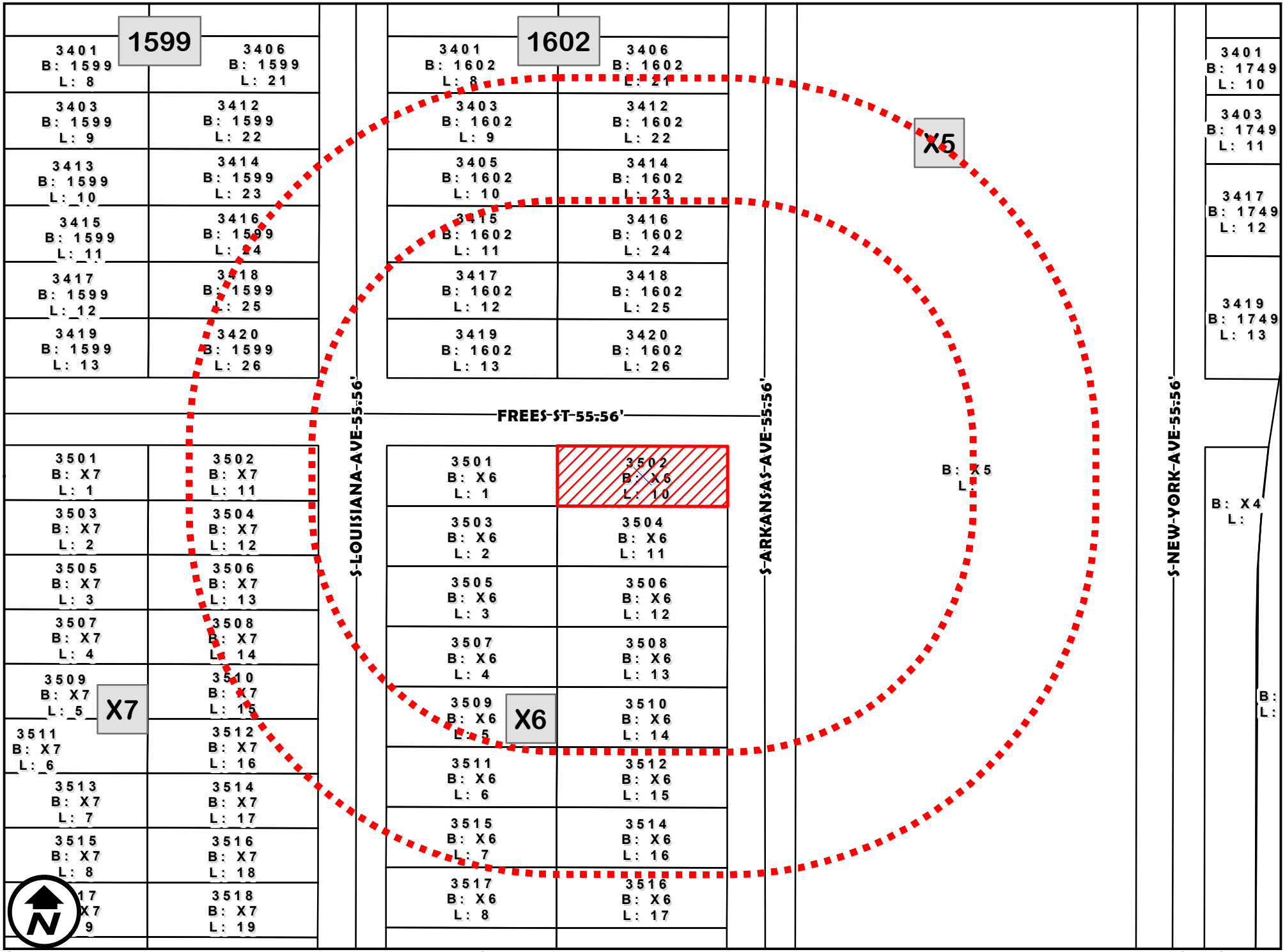


ZONING MAP

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

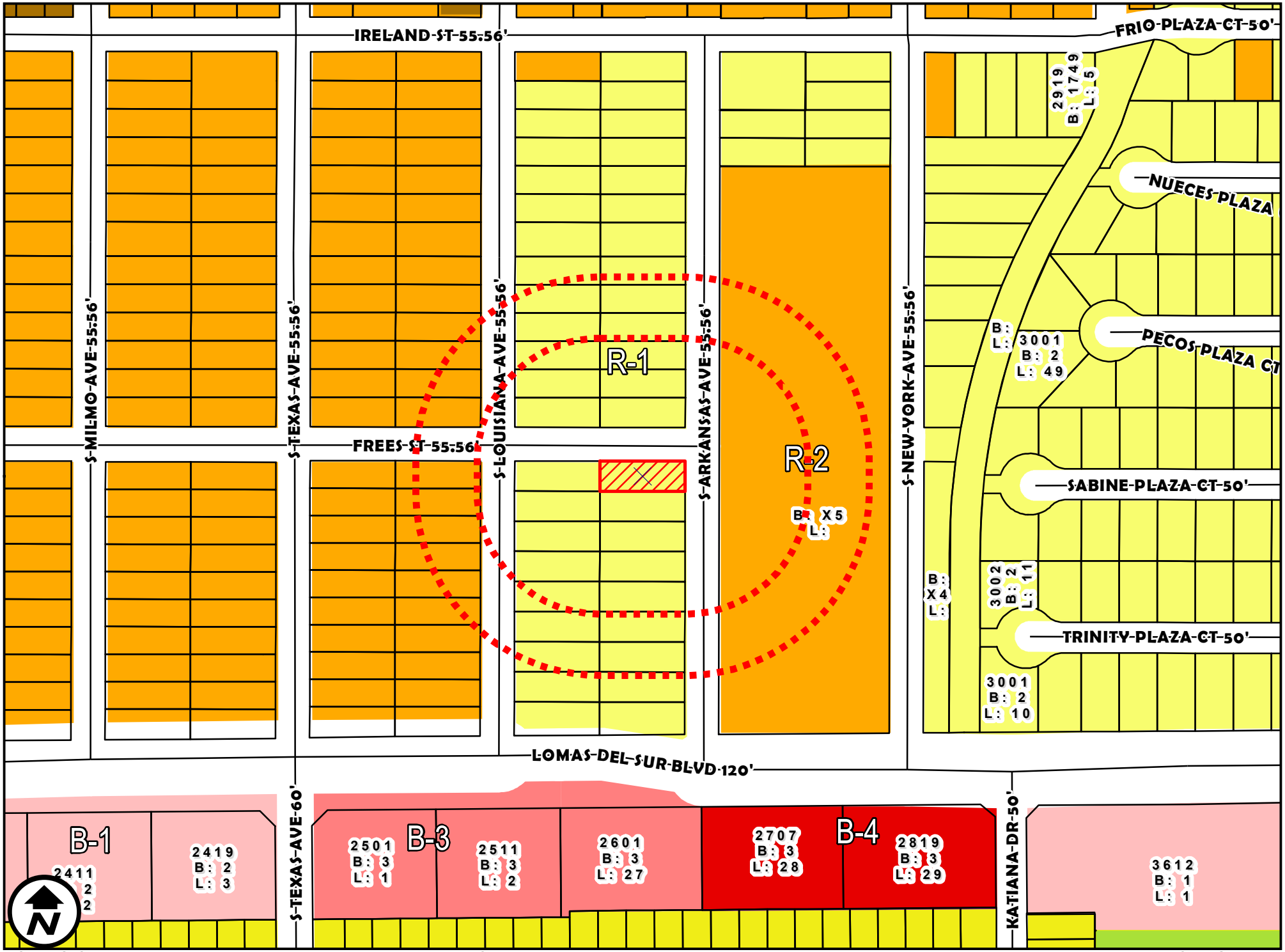


SURVEY MAP

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

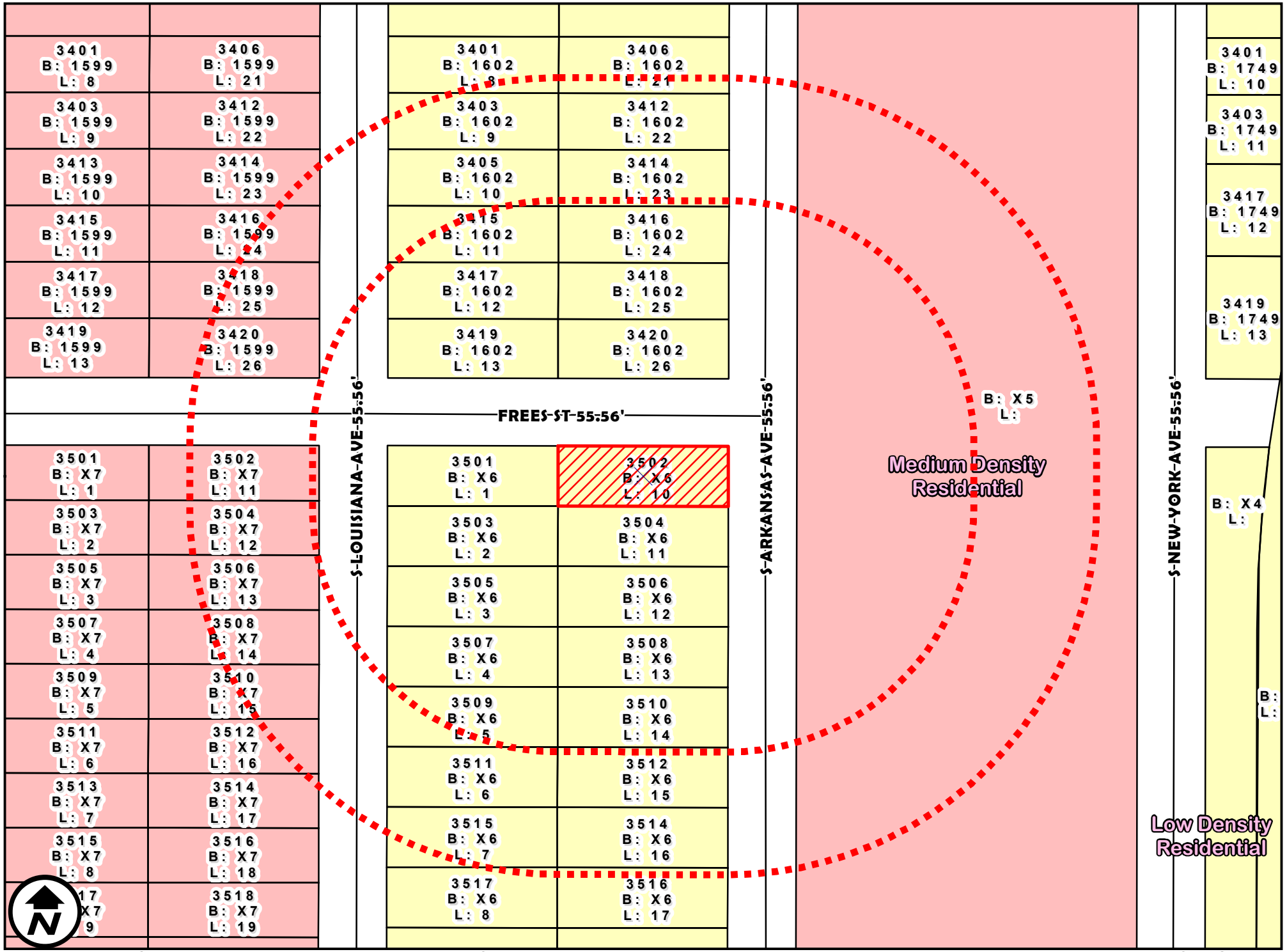


ZONING OVERVIEW

1 inch = 200 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

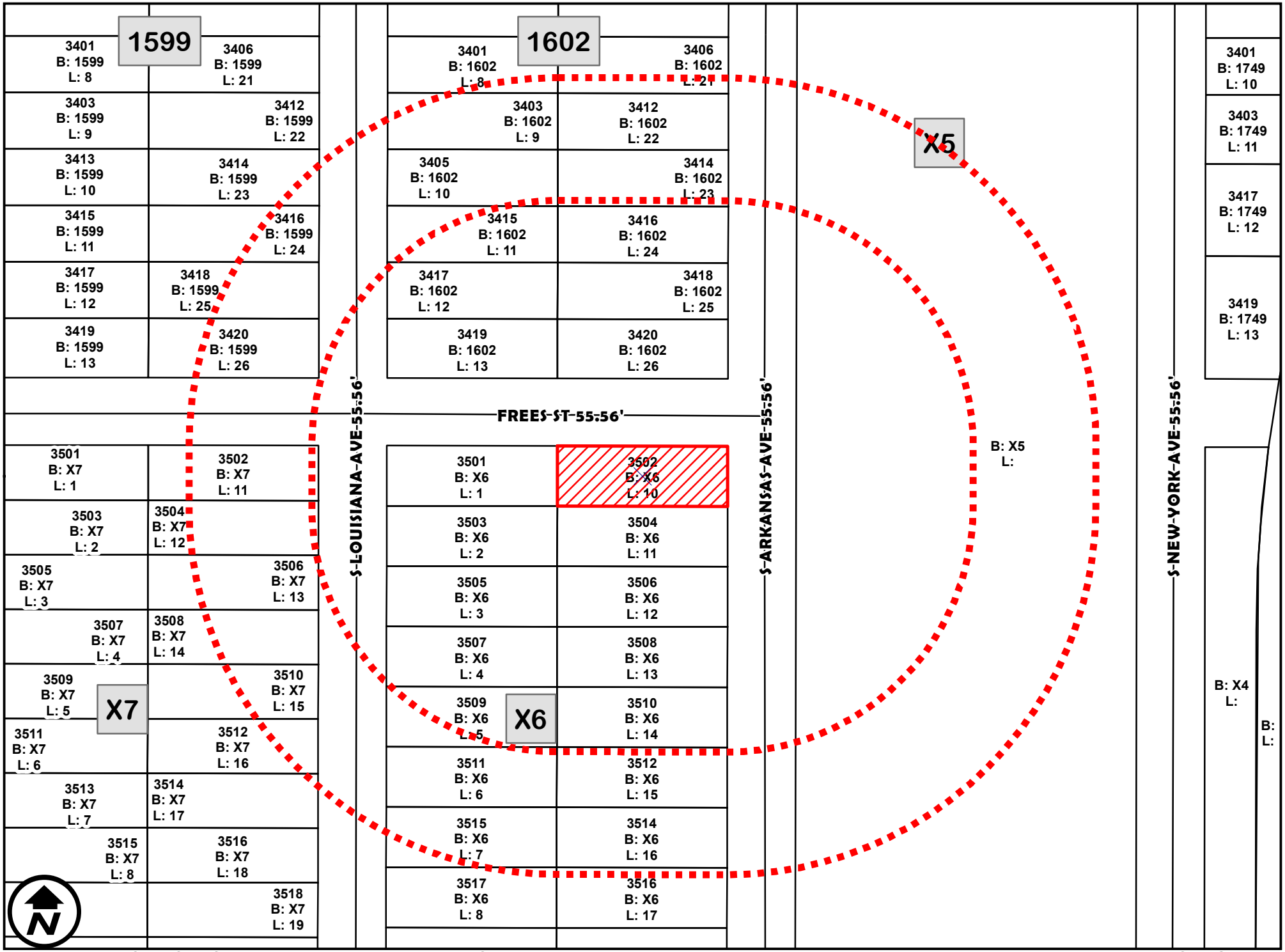


FUTURE LANDUSE

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 100 feet

ZC-038-2026
COUNCIL DISTRICT 2
3502 SOUTH ARKANSAS AVENUE

APPLICATION F
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT)

ZC-038-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM R-1 TO R-2
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 10, BLOCK X6, SOUTHVIEW REPLAT, PHASE II, LOCATED AT 3502 SOUTH ARKANSAS AVENUE, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on Lot 10, Block X6, Southview Replat, Phase II, located at 3502 South Arkansas Avenue, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District).); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on Lot 10, Block X6, Southview Replat, Phase II, located at 3502 South Arkansas Avenue, from R-1 (Single-Family Residential District) to R-2 (Multi-Family Residential District).).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 23.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 16.7 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas del Sur Road and east of Cuatro Vientos Road, AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff does not support the application.

ZC-043-2026
District I

Council District: District 1 **Zone Case:** ZC-043-2026

Letters sent to property owners: 6

In Favor (within 200 radius): 1
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Does not support
Staff does not support the application.

ZC-043-2026 – Comprehensive Plan Alignment

1. Level of Alignment

☐ **Weak/None** – Lacks identifiable alignment or conflicts with existing verbatim goals or policies.

---

2. Supporting Goal(s)/Policy(ies)

No applicable goal or policy identified in the *Viva Laredo City of Laredo Comprehensive Plan*.

---

3. Summary of Alignment

Based on the information provided for this agenda item, there are **no clearly identifiable, verbatim goals or policies** within the *Viva Laredo Comprehensive Plan* that directly support or relate to the specific request.

While the item may involve land use, zoning, or operational considerations that are generally addressed in the Comprehensive Plan, the absence of a direct textual connection to adopted goals or policies limits the ability to establish alignment. Without explicit consistency with the Future Land Use Map, a defined land use category, or a clearly applicable policy statement, the request cannot be reasonably categorized as Strong or Moderate alignment.

Any relationship to broader planning themes—such as **economic activity, land use compatibility, or administrative zoning actions**—remains **implicit** and not directly supported by verbatim language from the Plan.

Accordingly, the agenda item is best classified as having **Weak/None alignment** due to the lack of clearly documented policy support.

---

4. Additional Requirements

No applicable goal or policy identified in the *Viva Laredo Comprehensive Plan*.

City Council-Regular Meeting

Date: 05/18/2026

Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Professional Clean Services, Inc. Owner; Francisco Garcia & Martha I. Cruz Garcia, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 16.7 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas del Sur Road and east of Cuatro Vientos Road, AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **does not support** the application.

ZC-043-2026
District I

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: I – Cm. Gilbert Gonzalez

Proposed use: The proposed use is commercial. The applicant did not identify the specific proposed use.

Site: The site is currently vacant, undeveloped land.

Surrounding land uses: To the north, east, south, and west of the site is predominantly vacant, undeveloped land. To the south of the site is the Buena Vida Sports Complex.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential, High Density Residential, and predominantly Medium Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway. Although, Lomas del Sur Road is being proposed as a 120-foot-wide road, the road is not built out to a 120-foot wide road.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 6
Inside 200 feet:
In Favor: 1 **Opposed:** 0
Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in an 8 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff does not support the proposed zone change for the following reasons:

1. The proposed zone change is not in conformance with the Comprehensive Plan, which designates this area as Low Density Residential, High Density Residential, and Medium Density Residential. These designations do not support B-4 zoning districts.

2. The proposed site is adjacent to the Buena Vista Sports Complex, which generates consistent passenger vehicle activity; introducing B-4 uses could add 18-wheeler traffic, potentially resulting in increased congestion and safety concerns.

3. The B-4 zoning district permits higher-intensity uses, including bars, warehousing, and heavy equipment operations such as tractor-trailers. This type of activity would be incompatible with the adjacent Buena Vista Sports Complex, which is intended to serve families and the general public.

4. A B-3 zoning district would be more appropriate at this location, as it would allow for commercial uses that could complement and support the Buena Vista Sports Complex, such as restaurants, retail, and service-oriented businesses.
- Any uses that would require a zoning higher than a B-3 zone, may apply for a conditional use permit. However, a conditional use permit is not guaranteed.

5. The proposed zone change may adversely impact the surrounding area and future development patterns, particularly due to its proximity to and direct adjacency with the Buena Vista Sports Complex, which is intended to serve as a recreational and community-oriented use.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS
B-4. The purpose of the B-4 District (Highway Commercial District) is to provide for those businesses and services serving a regional area which are to be located primarily along principal (major) arterial streets or the freeway, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily along principal arterial streets or the freeway and to impose site development regulations to ensure adequate access of all uses within this classification.

Is this change contrary to the established land use pattern?
Yes. The site is surrounded by vacant land and the Buena Vida Sports Complex.

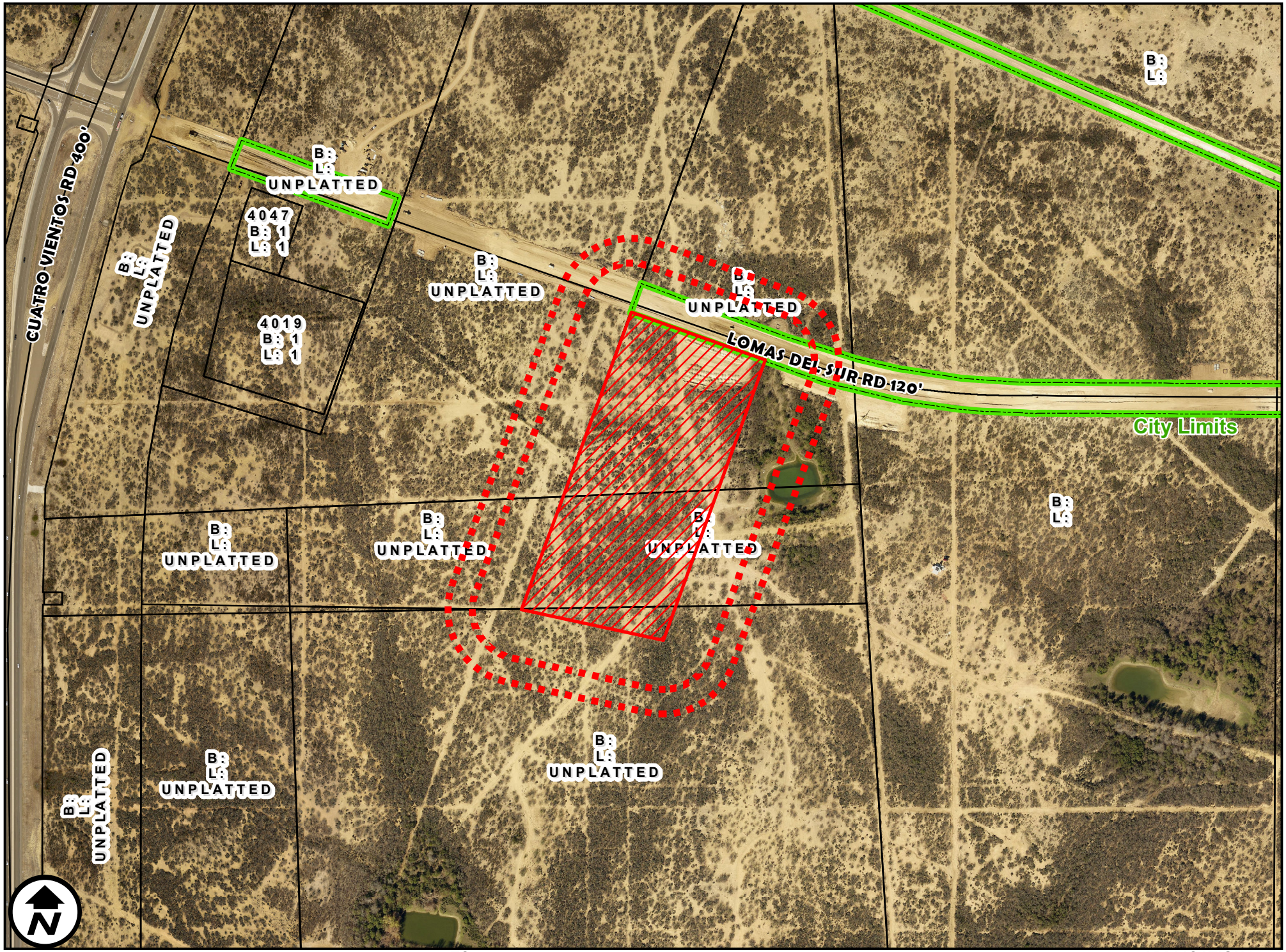
Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There are B-4 zoning districts within the vicinity of the site.

Will change adversely influence living conditions in the neighborhood?

The proposed zone change is anticipated to have a negative impact on the surrounding area and nearby developments, as the site directly abuts the Buena Vista Sports Complex.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a highway commercial uses as intended by the applicant. The applicant did not specify the specific proposed use.

Attachments:
Comp Plan Alignment
Maps
Zone Change Signage
Draft Ordinance



AERIAL MAP

1 inch = 500 feet

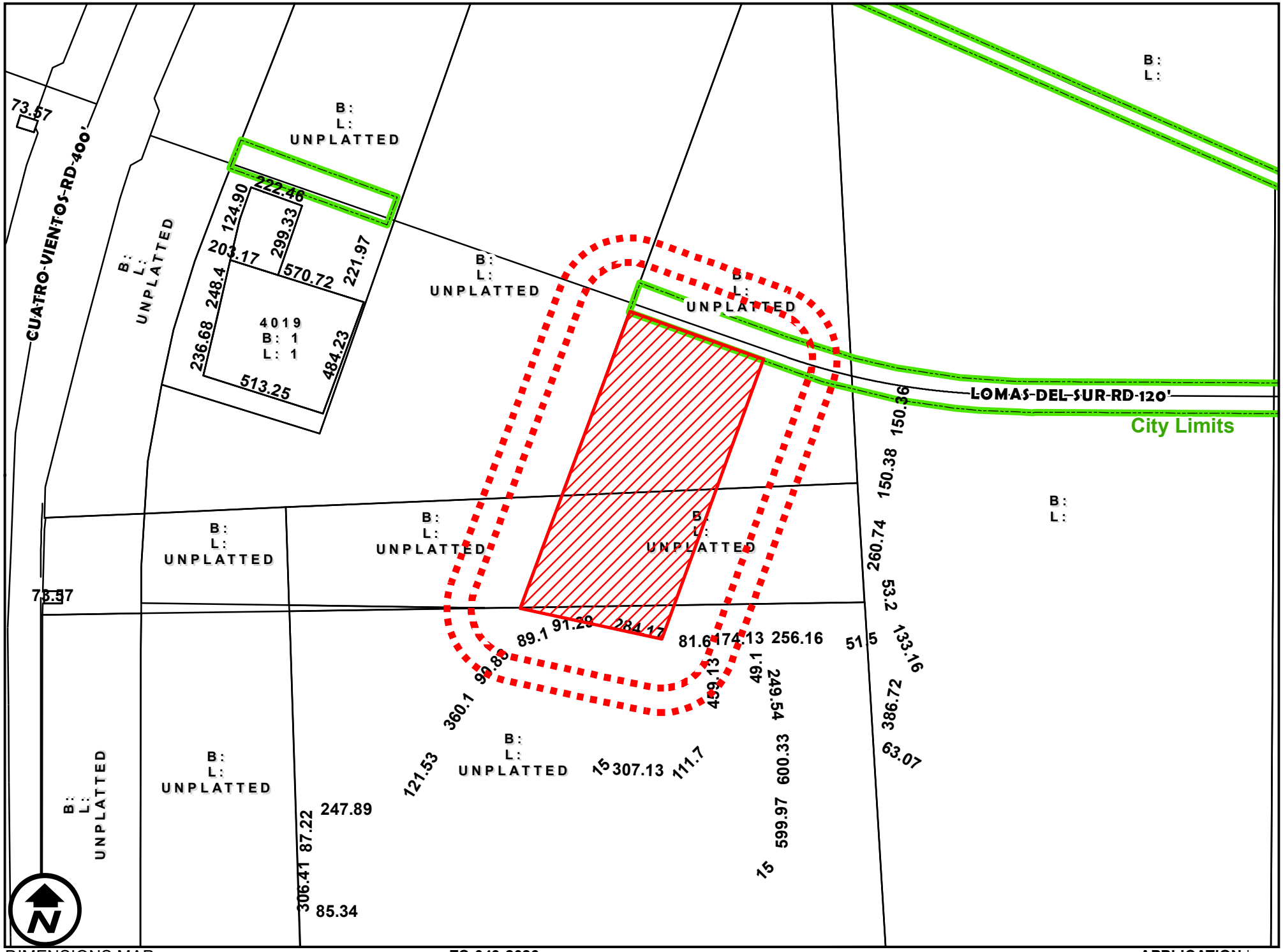
ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION I

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 500 feet

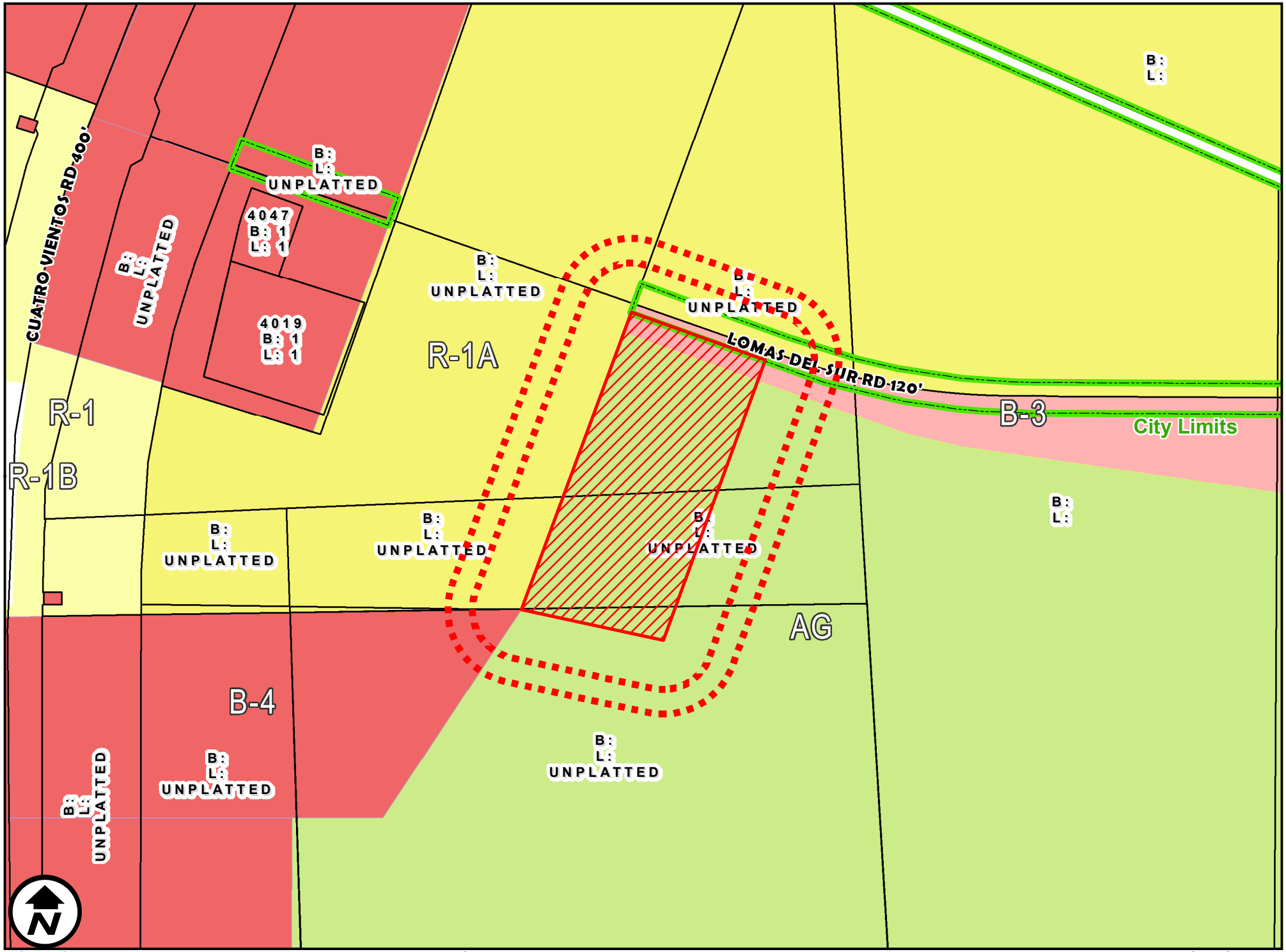
ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION I

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP

1 inch = 500 feet

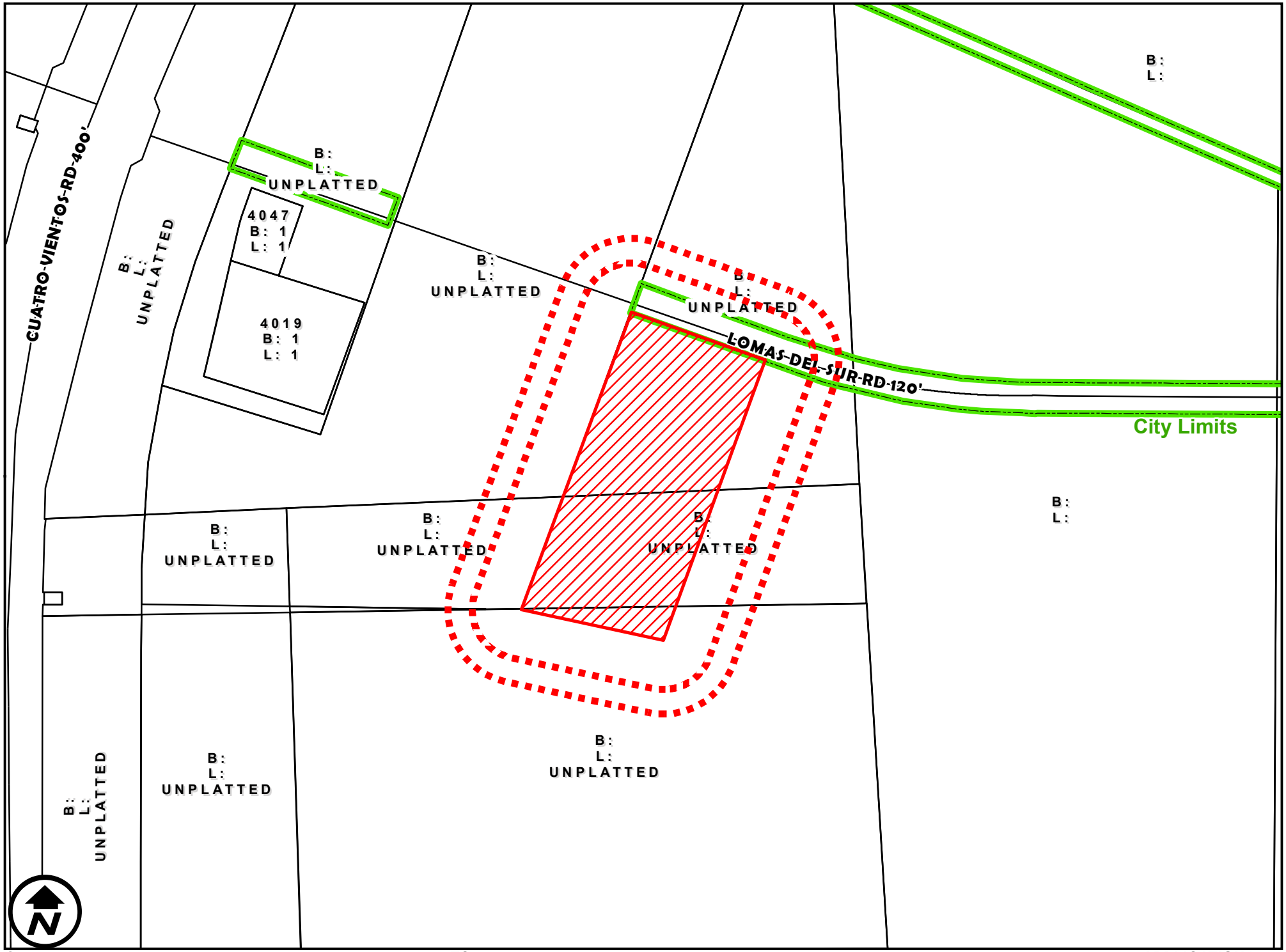
ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY MAP

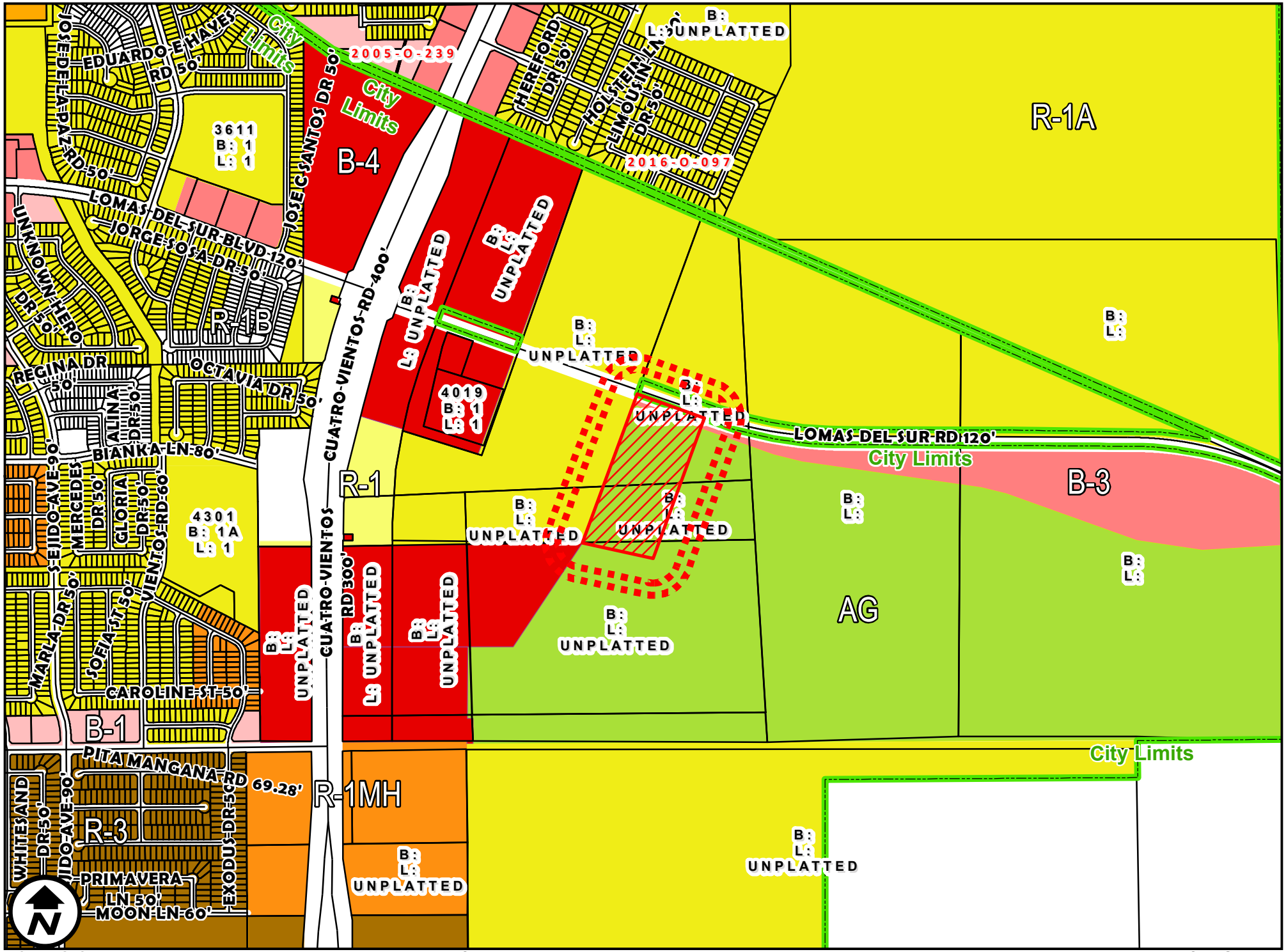
1 inch = 500 feet

ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION FROM AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW

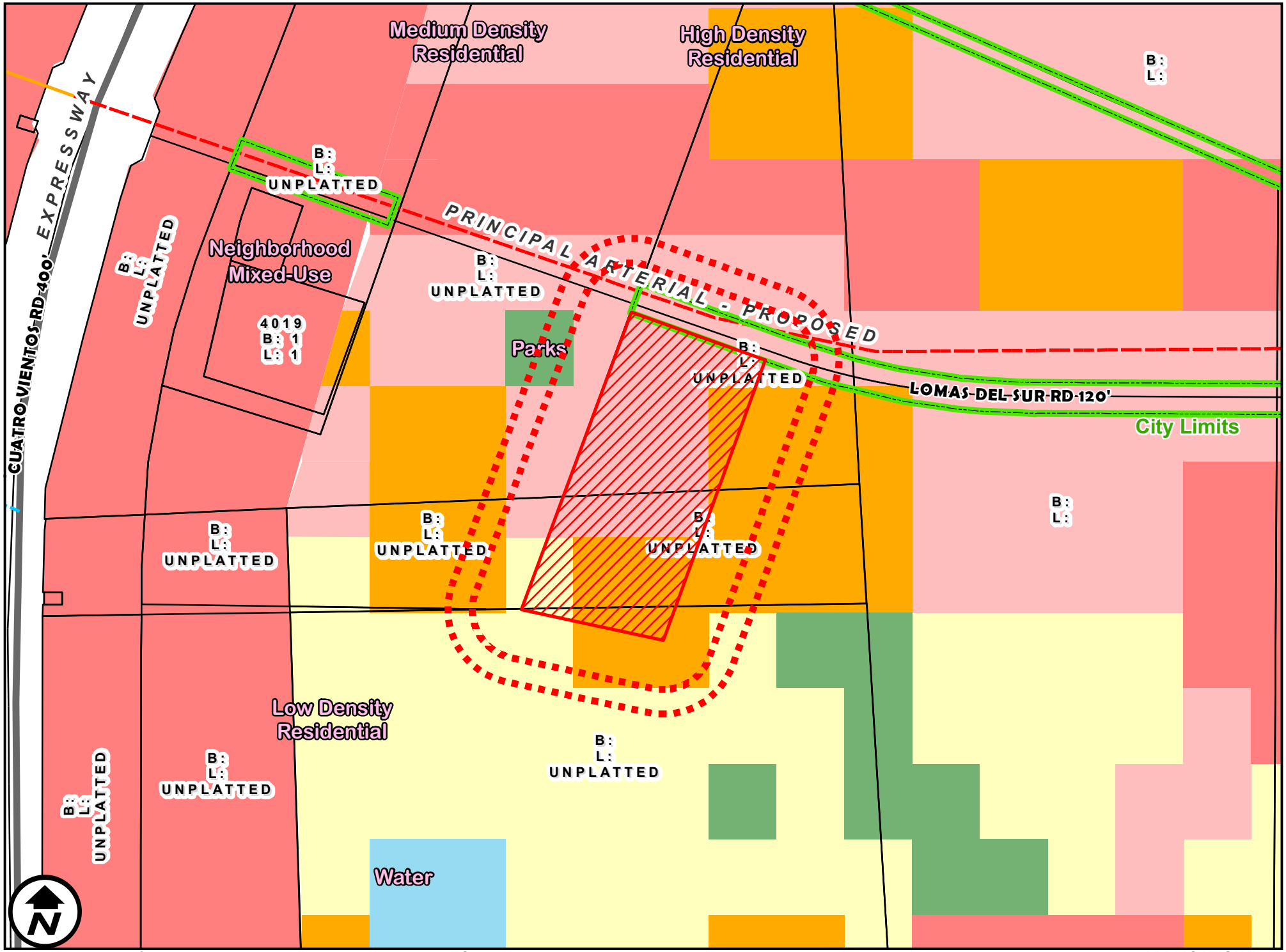
1 inch = 1,000 feet

ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION | AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE

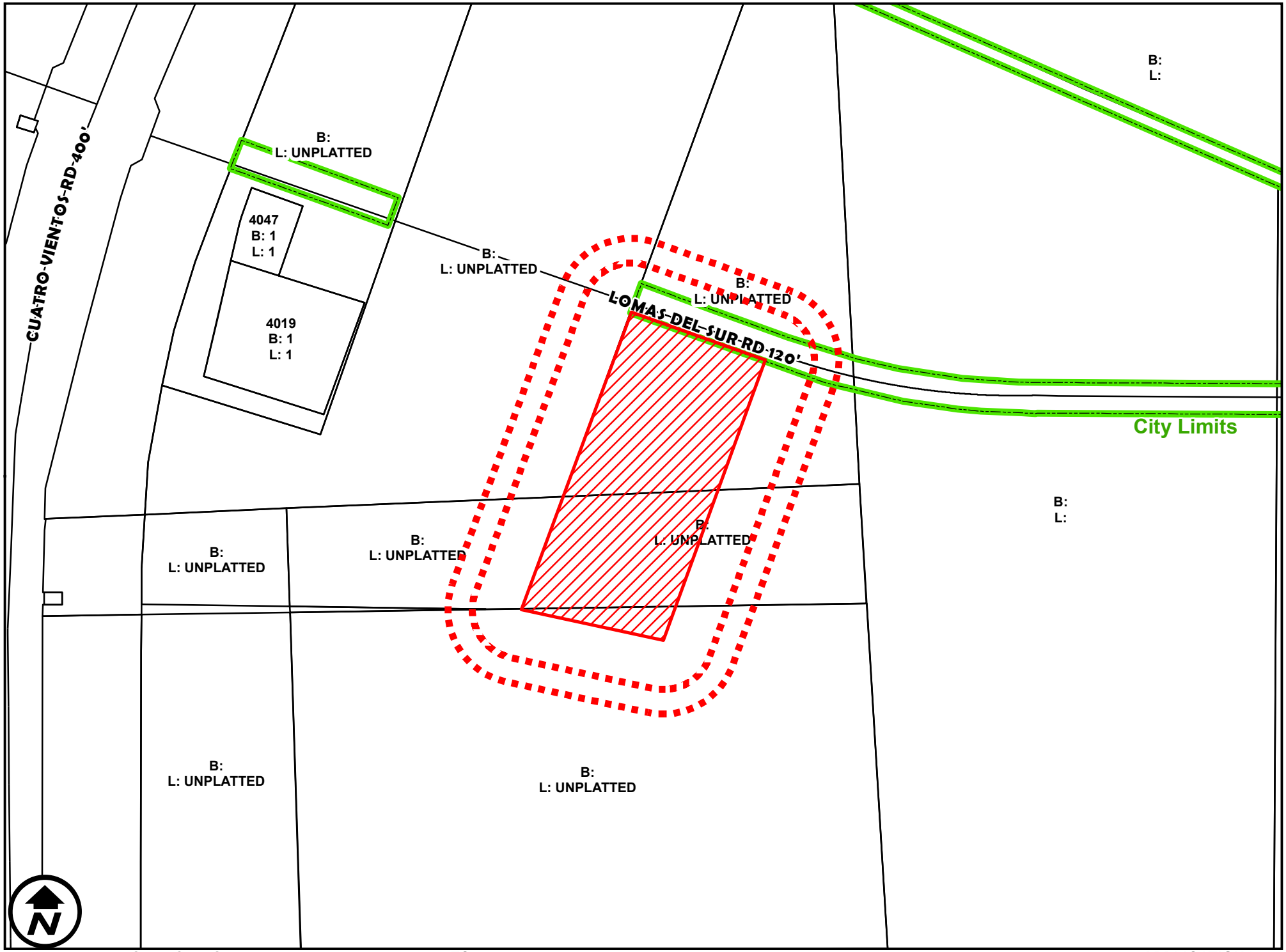
1 inch = 500 feet

ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION | AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' AND 300' NOTIFICATION

1 inch = 500 feet

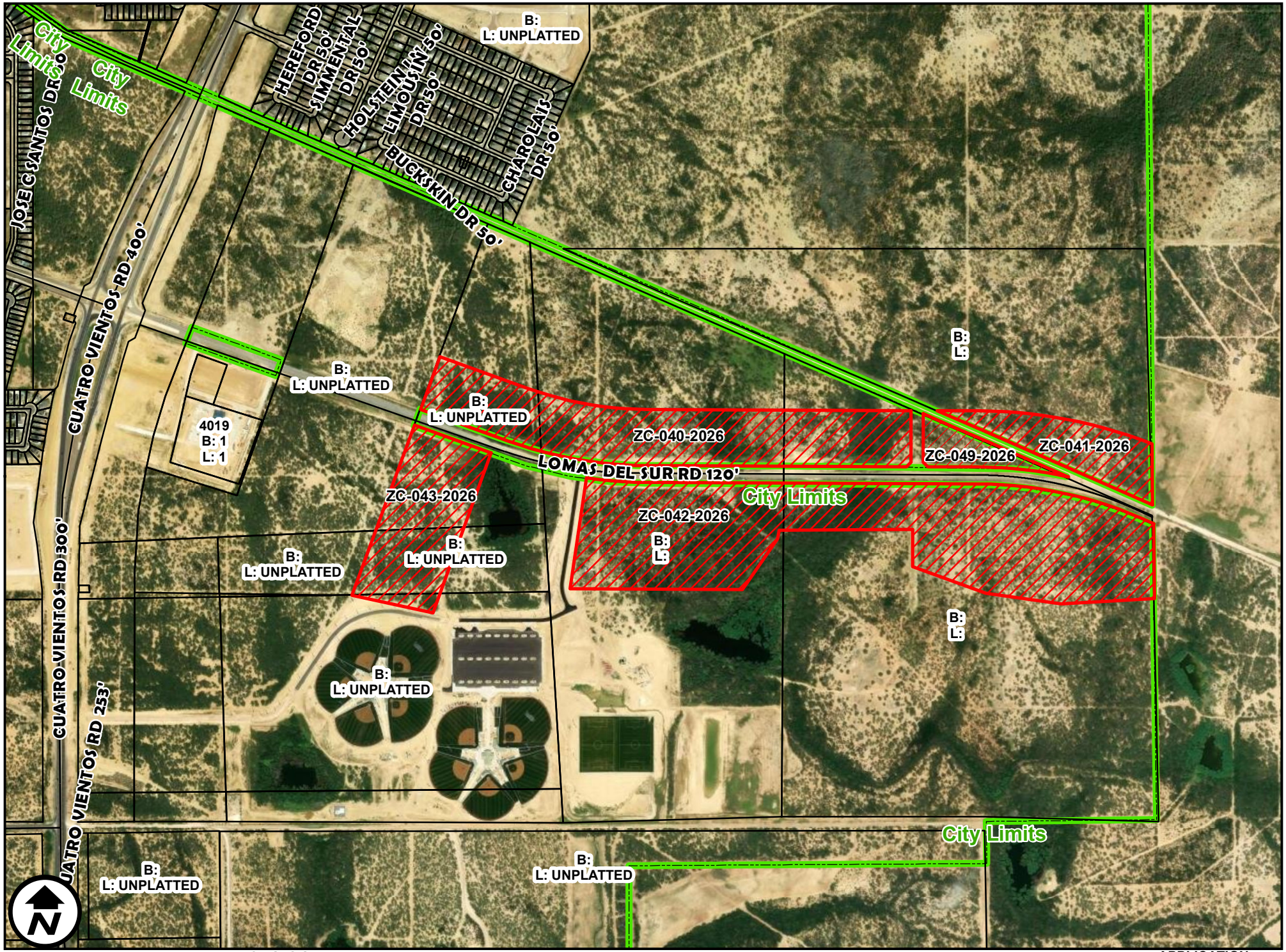
ZC-043-2026

COUNCIL DISTRICT 1

SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD

APPLICATION I

AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT, B-4 (HIGHWAY COMMERCIAL DISTRICT)



AERIAL MAP

1 inch = 875 feet

TRACTS COMBINED
COUNCIL DISTRICT 1 & 3

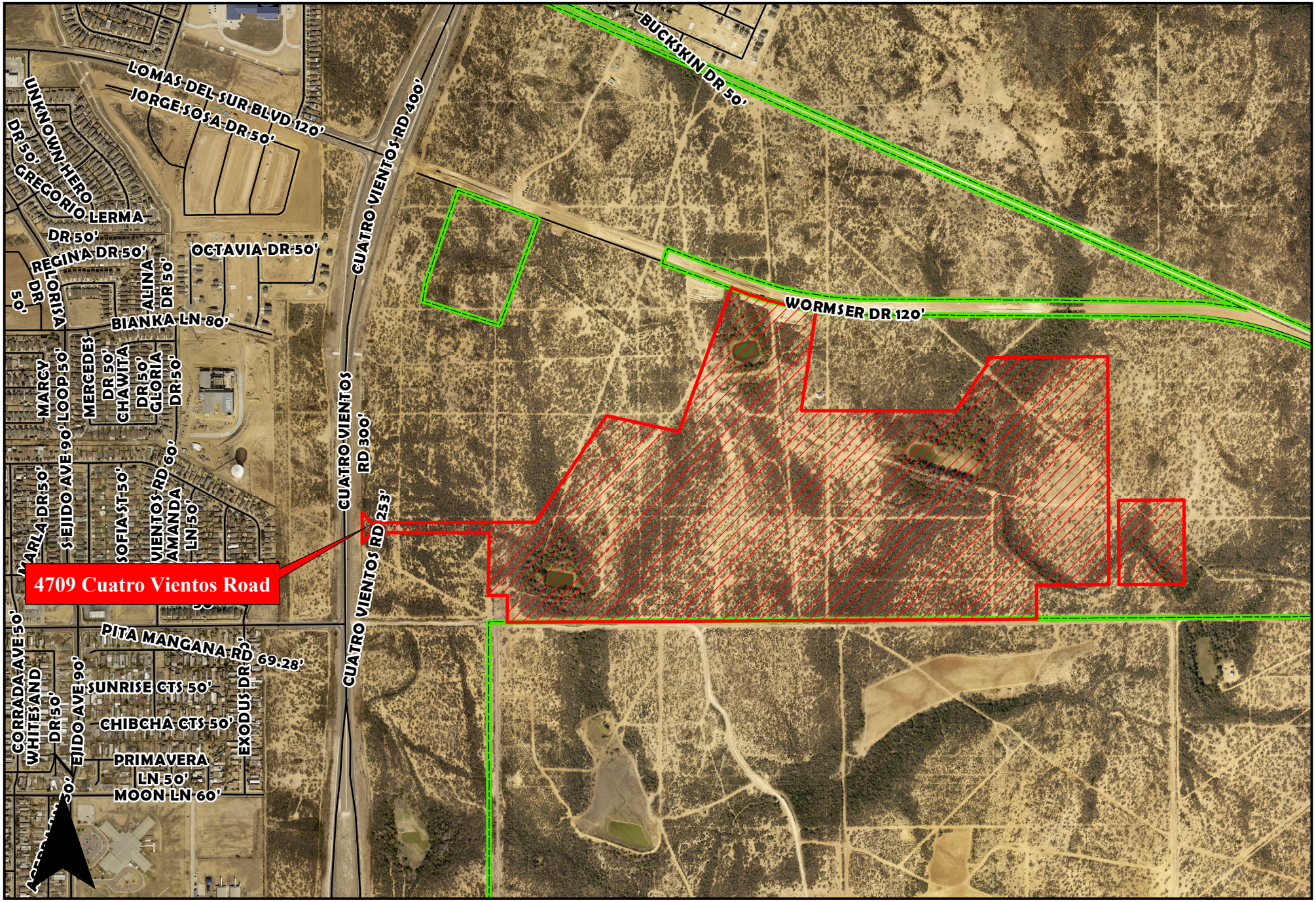
AG (AGRICULTURAL DISTRICT), B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT B-4 (HIGHWAY COMMERCIAL DISTRICT)

APPLICATION 203

Date: 7/17/2023

LOCATION MAP

PLANNING AND ZONING DEPARTMENT



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER

The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 1,000 feet

A SURVEY OF AN 16.7 ACRE TRACT OF LAND, BEING OUT OF A CUATRO VIENTOS TRACT, CONVEYED BY DEED VOL. 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF PORCION 35, ABSTRACT 546, J.M. DIAZ ORIGINAL GRANTEE, ALSO BEING OUT OF SURVEY 2149, ABSTRACT 594 R.H. RAINS ORIGINAL GRANTEE, CITY OF LAREDO WEBB COUNTY TEXAS

TOPSITE Civil Group
10901 INTERNATIONAL BLVD., SUITE 300
LAREDO, TEXAS, 78045
TEL. 956.725.5057
WEB. WWW.TOPSITECIVIL.COM
TBPELS ENGINEERING FIRM REG. F-22574
TBPELS SURVEY REG. 10194686

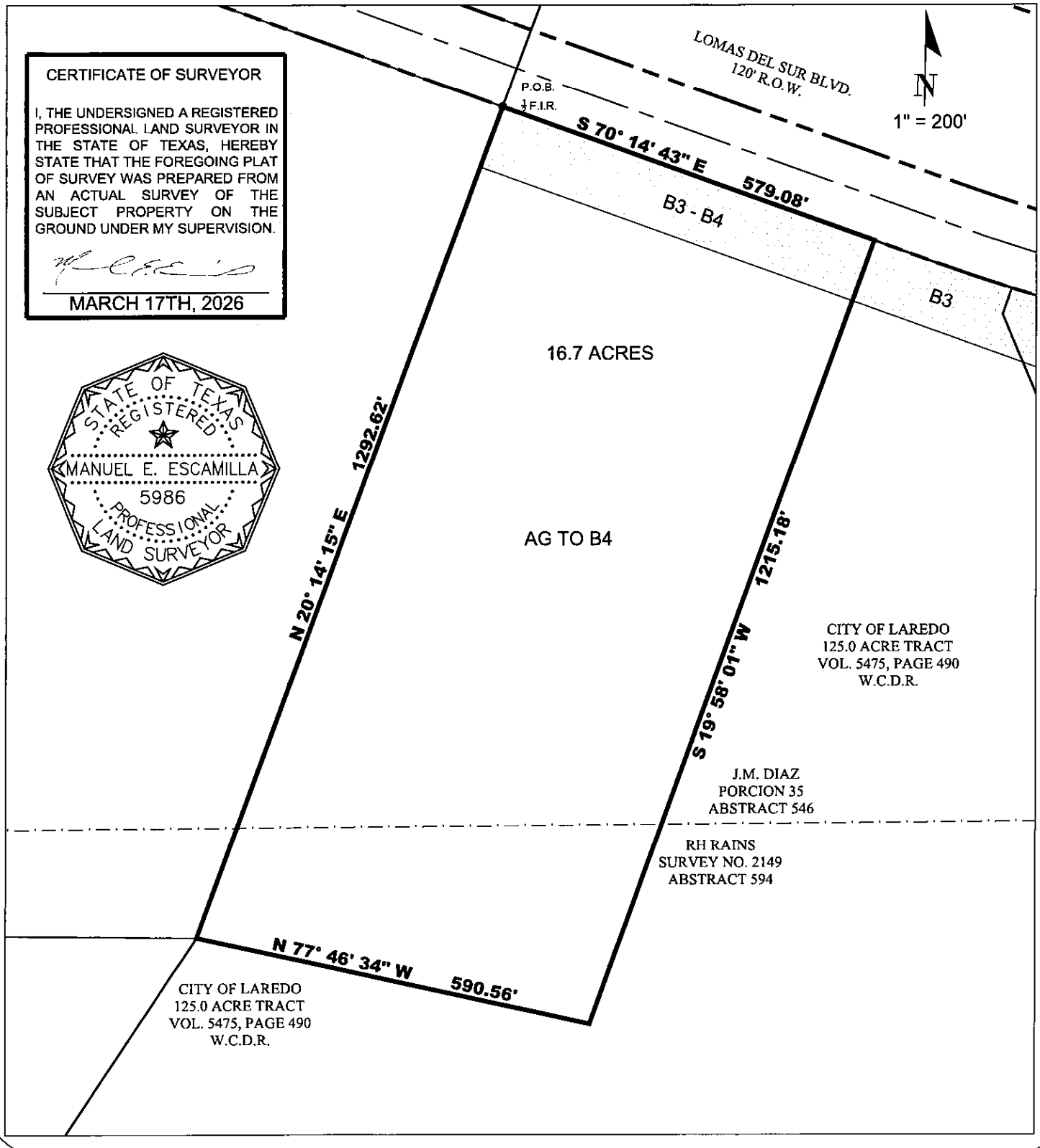


EXHIBIT OF

16.7 ACRE TRACT

OUT OF PORCION 35, J.M. DIAZ A-546 ALSO OUT
OF SURVEY NO. 2149, ABSTRACT 594 RH RAINS
ORIGINAL GRANTEE,
WEBB COUNTY, TEXAS

DATE: MARCH 17TH, 2026
SHEET: 1 OF 2

BEING A TRACT OF LAND CONTAINING 16.7 ACRES, MORE OR LESS, BEING OUT OF TRACT OF LAND, BEING RECORDED IN VOLUME 4225, PAGE 242, W.C.O.P.R., ALSO BEING OUT OF ABSTRACT 546, PORCION 35, J.M. DIAZ ORIGINAL GRANTEE, ALSO OUT OF SURVEY 2149 R.H. RAINS ORIGINAL GRANTEE, CITY OF LAREDO, WEBB COUNTY, TEXAS. SAID 16.73 ACRE TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½"IRON ROD BEING THE NORTH MOST CORNER OF A TRACT OF LAND CONVEYED IN VOLUME 4225, PG. 242, W.C.O.P.R. ALSO BEING ON THE SOUTH ROW LINE OF LOMAS DEL SUR, A 120' ROW

THENCE ALONG SAID CURVE AN ARC LENGTH OF **433.77'** TO A POINT OF TANGENCY

THENCE **S 70° 14' 43" E** ALONG SAID ROW A DISTANCE OF **579.08'** TO A DEFLECTION AND THE NORTHWESTERN MOST CORNER OF A 125 ACRE TRACT CONVEYED TO THE CITY OF LAREDO IN VOLUME 5475, PAGE 490, W.C.O.P.R.

THENCE **S 19° 58' 01" W** ALONG SAID 125 ACRE TRACT A DISTANCE OF **1215.18'** AND A POINT OF DEFLECTION HEREOF

THENCE **N 77° 46' 34" W** ALONG SAID 125 ACRE TRACT A DISTANCE OF **590.58'** AND A POINT OF DEFLECTION HEREOF

THENCE **N 20° 14' 15" E** A DISTANCE OF **1292.62'** TO THE POINT OF BEGINNING OF THIS 16.7 ACRE TRACT OF LAND

TOPSITE Civil Group

6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	--
FIELD DATE:	--
DRAWN BY:	K.J.E.
APPROVED:	M.E.E.
DATE:	03/17/2026
SHEET:	1 of 2
FILE PATH:	

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

March 17th, 2026

STATE OF TEXAS
REGISTERED
MANUEL E. ESCAMILLA
5986
PROFESSIONAL
LAND SURVEYOR

ZC-043-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G B-3 TO B-4
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
704-1613

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 16.7 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF LOMAS DEL SUR ROAD AND EAST OF CUATRO VIENTOS ROAD, AG (AGRICULTURAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 16.7 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas del Sur Road and east of Cuatro Vientos Road, AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 16.7 acres, as further described by metes and bounds in attached Exhibit A, located south of Lomas del Sur Road and east of Cuatro Vientos Road, AG (Agricultural District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council - Supplemental Agenda

Meeting Date: 5/18/2026 **Planning & Zoning Public Hearing & Introductory Ordinance 24.**

SUBJECT
Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.07 acres, as further described by metes and bounds in attached Exhibit A, located south of Siller Loop and west of Martinique Drive, AG (Agricultural District) to R-1 (Single Family Residential District).

The Planning and Zoning Commission recommended approval of the proposed zone change and staff supports the application.

ZC-044-2026
District VII

Council District: District 7 **Zone Case:** ZC-044-2026

Letters sent to property owners: 44

In Favor (within 200 radius): 0
Opposed (within 200 radius): 0

In Favor (outside 200 radius): 0
Opposed (outside 200 radius): 0

COMMISSION RECOMMENDATIONS - Approve
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION - Supports
Staff supports the application.

ZC-044-2026 – Comprehensive Plan Alignment

---

1. Level of Alignment

☑ **Strong** – Directly supports or fulfills a clearly stated and verbatim goal or policy from the Viva Laredo Comprehensive Plan.

---

2. Supporting Goal(s)/Policy(ies)

Future Land Use – Low Density Residential

"Low Density Residential includes R-1, R-1MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions."
Page 1.9
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The subject property is designated **Low Density Residential** on the Future Land Use Map. The proposed rezoning from **AG (Agricultural District)** to **R-1 (Single Family Residential District)** is explicitly included within this designation. The request directly implements the zoning categories identified in the Comprehensive Plan.

Growth and Development Consistency

"Promote orderly growth and development that is consistent with the Future Land Use Map."
Page 1.5
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The rezoning action aligns the existing agricultural zoning with the adopted Future Land Use designation. Transitioning the property to R-1 supports orderly development and ensures consistency between zoning and long-range planning policy.

Land Use Compatibility Policy

"Encourage land use patterns that promote compatibility between adjacent uses and minimize conflicts."
Page 1.6
Source: *Viva Laredo City of Laredo Comprehensive Plan*

Relevance:
The surrounding area consists predominantly of **single-family residential uses** in all directions. The proposed R-1 zoning is compatible with adjacent development and reinforces an established residential pattern, minimizing potential land use conflicts.

---

3. Summary of Alignment

Agenda Item ZC-044-2026 demonstrates **Strong alignment** with the Viva Laredo Comprehensive Plan. The proposed rezoning from AG to R-1 directly implements the **Low Density Residential** Future Land Use designation, which explicitly includes R-1 zoning districts.

The action promotes **orderly growth** by bringing the property into conformance with the Comprehensive Plan and supports **neighborhood compatibility** by reinforcing an existing single-family residential pattern. Additionally, the proposal advances broader planning themes of **housing development**, **land use consistency**, and **context-sensitive neighborhood expansion**.

---

4. Additional Requirements

All cited goals and policies are quoted directly from the *Viva Laredo City of Laredo Comprehensive Plan*. Relevant verbatim policies supporting the proposed zoning action were identified and applied.

Conclusion:
The proposed rezoning under Agenda Item ZC-044-2026 is **Strongly aligned** with the Viva Laredo Comprehensive Plan.

City Council-Regular Meeting

Date: 05/18/2026
Initiated By: Ramon Chavez, Assistant City Manager
Initiated By: Juan Carlos Cerda and Susana E. Cerda, Owners; Victor J. Linares, Applicant/Representative
Staff Source: Vanessa Guerra, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 4.07 acres, as further described by metes and bounds in attached Exhibit A, located south of Siller Loop and west of Martinique Drive, AG (Agricultural District) to R-1 (Single Family Residential District).

The Planning and Zoning Commission recommended **approval** of the proposed zone change and staff **supports** the application.

ZC-044-2026
District VII

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Council District: VII – Cm. Vanessa Perez

Proposed use: The proposed use is residential.

Site: The site is currently occupied by a residential structure with a portion of the property being vacant

Surrounding land uses: To the north of the site is Siller Loop, Molly Drive, and single-family residential uses. To the east of the site is Puig Drive Rolling Hills Drive, Martinique Drive, and single-family residential uses. To the south of the site is Alta Mira Drive, Alameda Road, vacant land, and single-family residential uses. To the west of the site is vacant land, Alameda Road, and single-family residential uses.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Puig Drive as a Local Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 44
Inside 200 feet:
In Favor: 0 **Opposed:** 0

Outside 200 feet:
In Favor: 0 **Opposed:** 0

COMMITTEE RECOMMENDATION
The Planning and Zoning Commission in a 7 to 0 vote recommended approval of the zone change.

STAFF RECOMMENDATION
Staff supports the proposed zone change for the following reasons:

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O), which includes R-1 zoning districts.
2. The proposed zone change is appropriate at this location, since the proposed site abuts R-1 zoning districts to the west and east.

3. The proposed use aligns with the characteristics of the surrounding land uses, since there are single-family residential uses to the north, east, and south of the proposed site.

Notice to the owner/applicant:
1. The approval of the zone change does not guarantee the issuance of the building permit and requires full compliance with all applicable municipal codes and regulations.

IMPACT ANALYSIS

R-1. The purpose of the R-1 (single family residential district) is to provide an area for residential uses and those public and semi-public uses normally considered and integral part of the residential neighborhood they serve.

Is this change contrary to the established land use pattern?
No. There are single-family residential uses to the north, east, and south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The proposed zone will not create an isolated zoning district. There are R-1 zoning districts abutting the site to the west and east.

Will change adversely influence living conditions in the neighborhood?

No. The proposed zone change is not anticipated to have a negative impact with the surrounding area or neighborhoods since the site is surrounded by the proposed use of single-family residential uses.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing zone does not allow for a single-family residential uses as intended by the applicant.

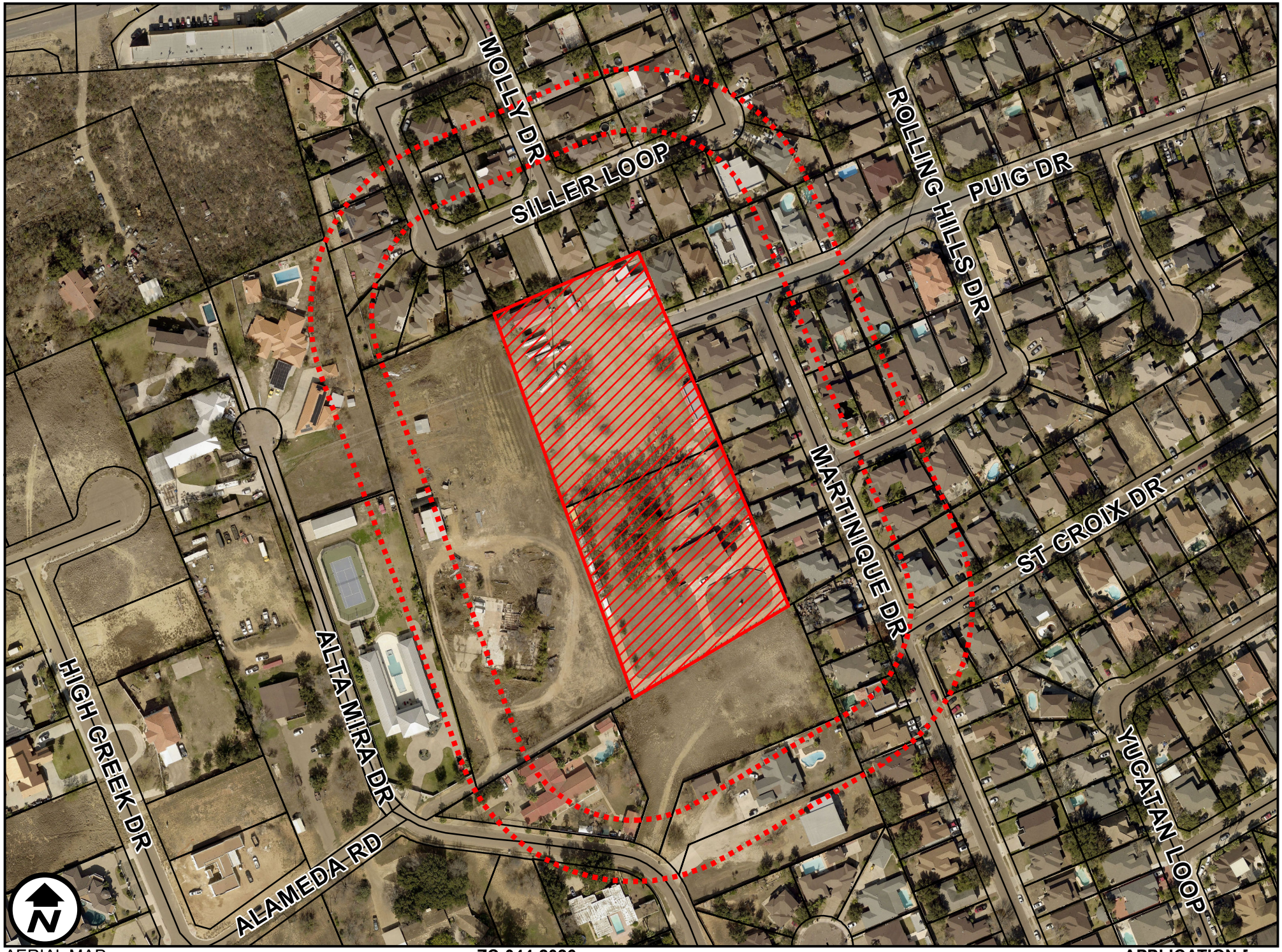
Attachments:

Comp Plan Alignment

Maps

Zone Change Signage

Draft Ordinance

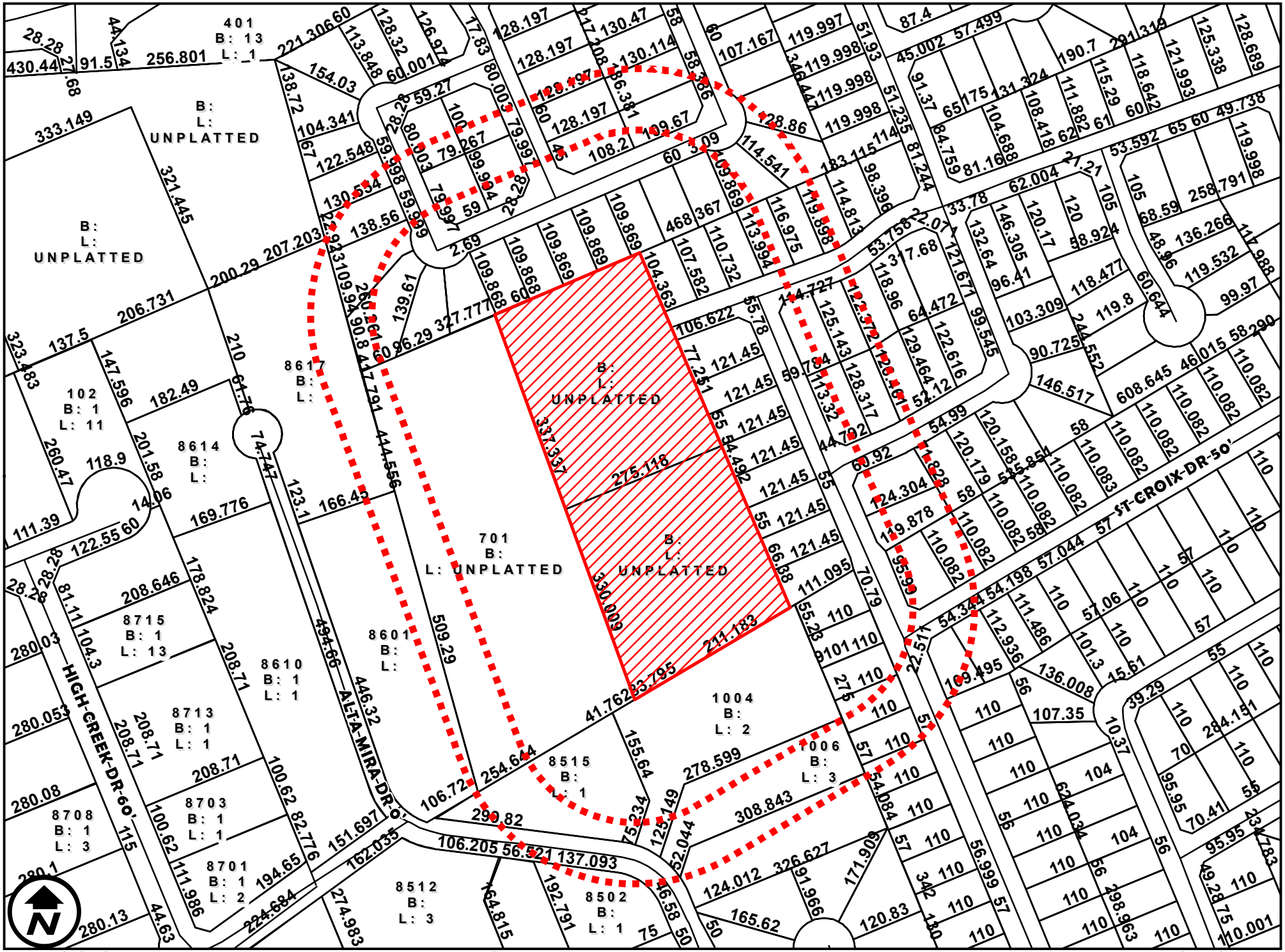


AERIAL MAP

1 inch = 200 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



DIMENSIONS MAP

1 inch = 200 feet

ZC-044-2026

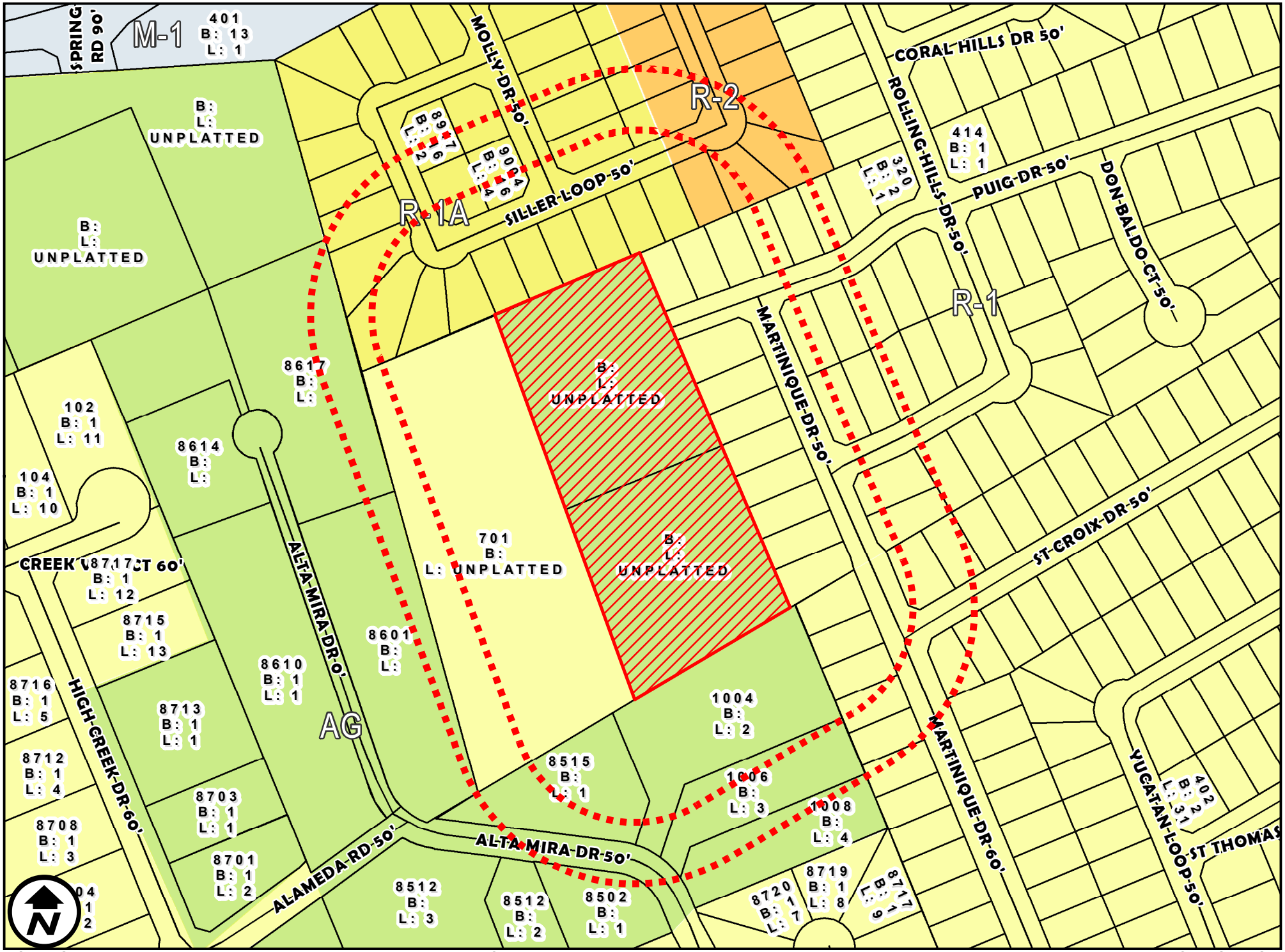
COUNCIL DISTRICT 7

SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F

AG (AGRICULTURAL DISTRICT) T

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

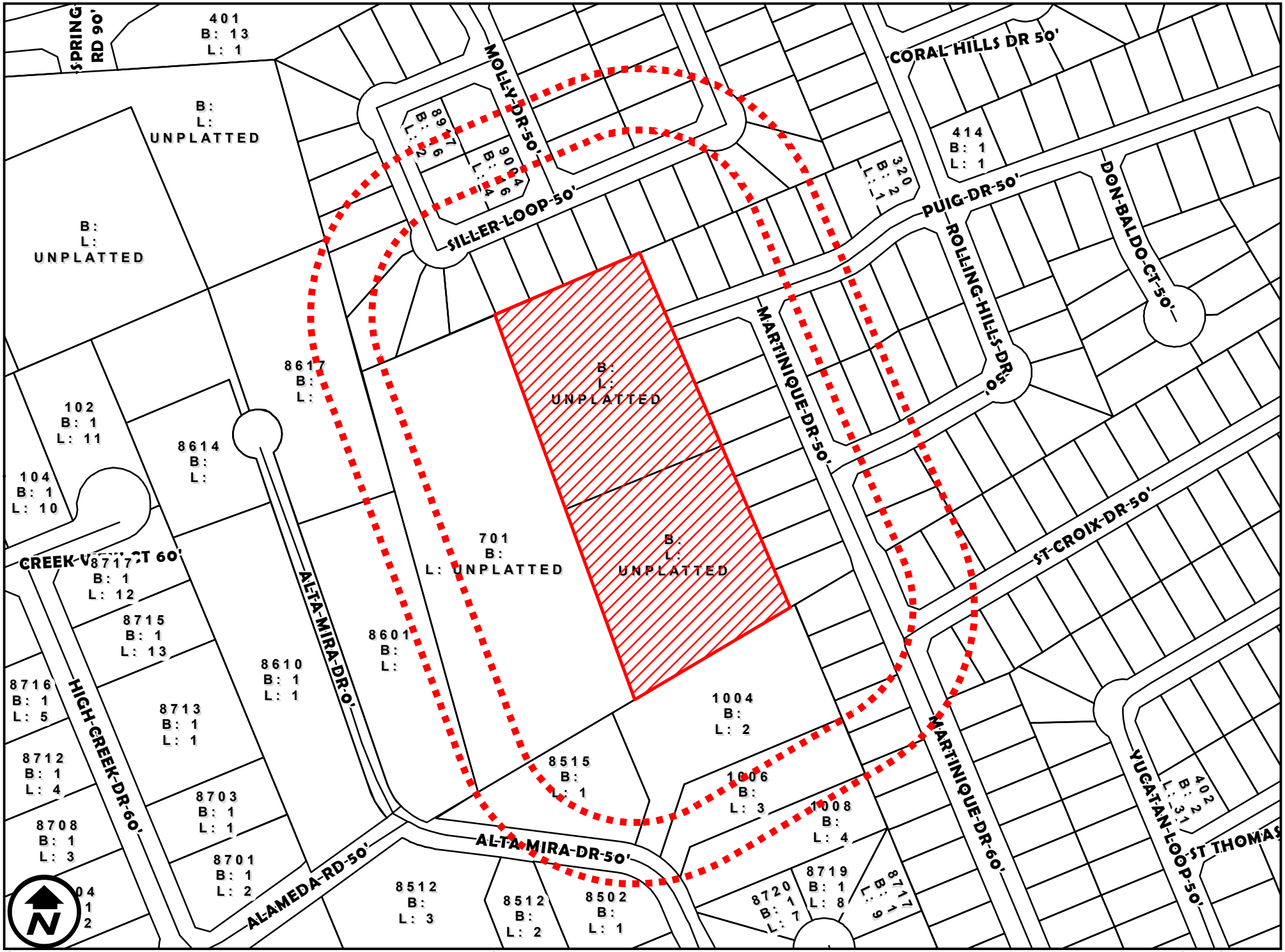


ZONING MAP

1 inch = 200 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

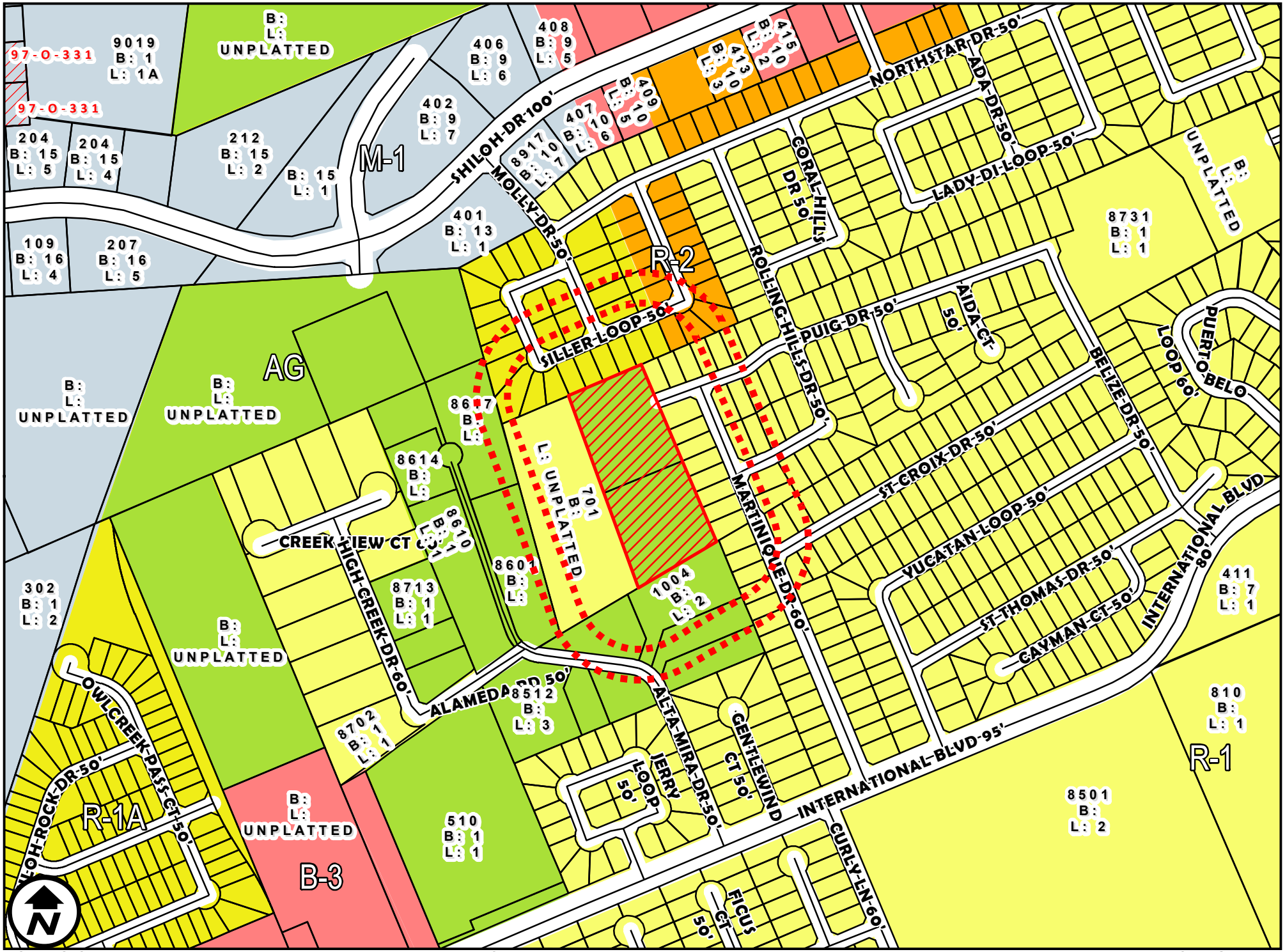


SURVEY MAP

1 inch = 200 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

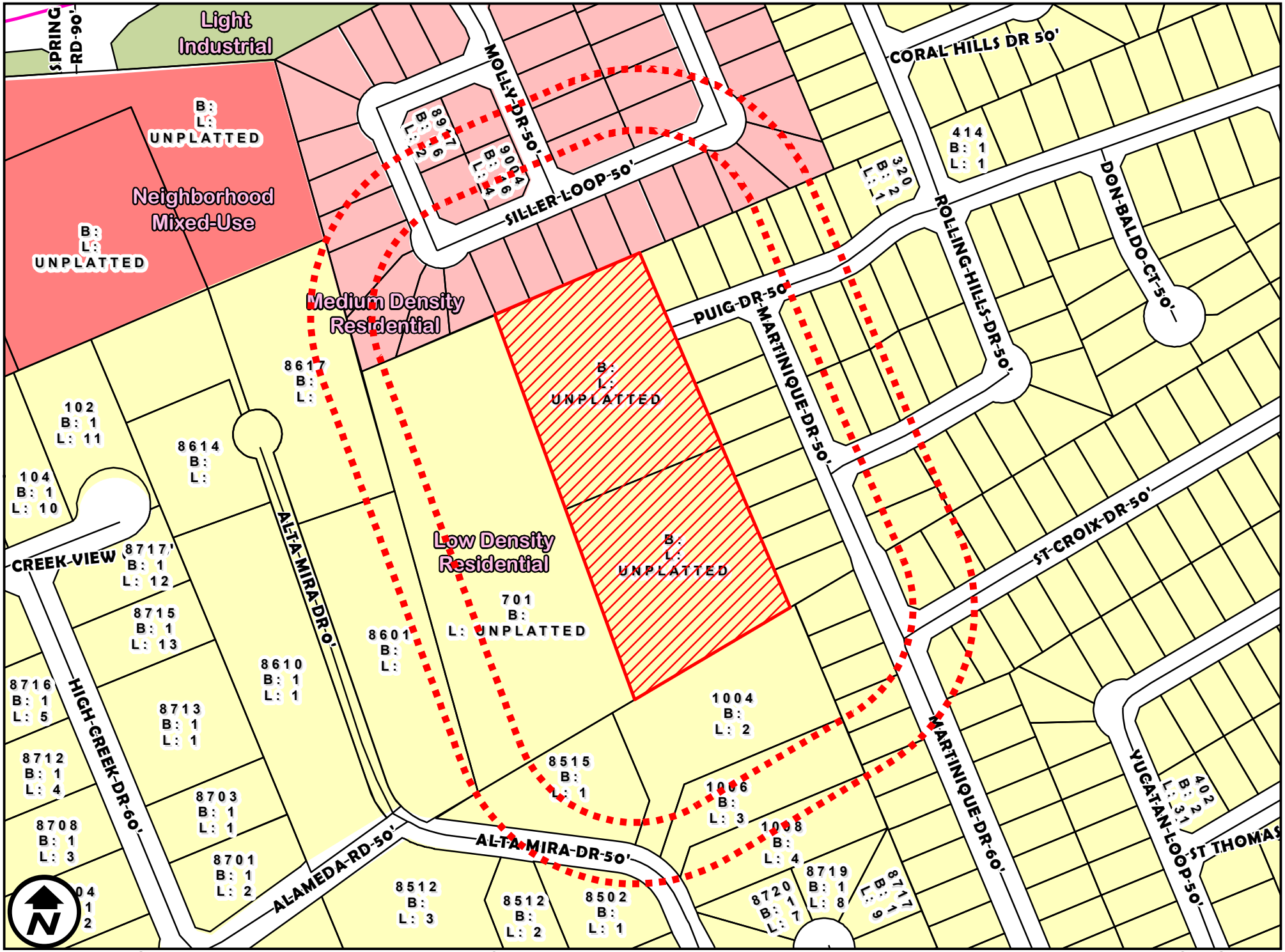


ZONING OVERVIEW

1 inch = 400 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

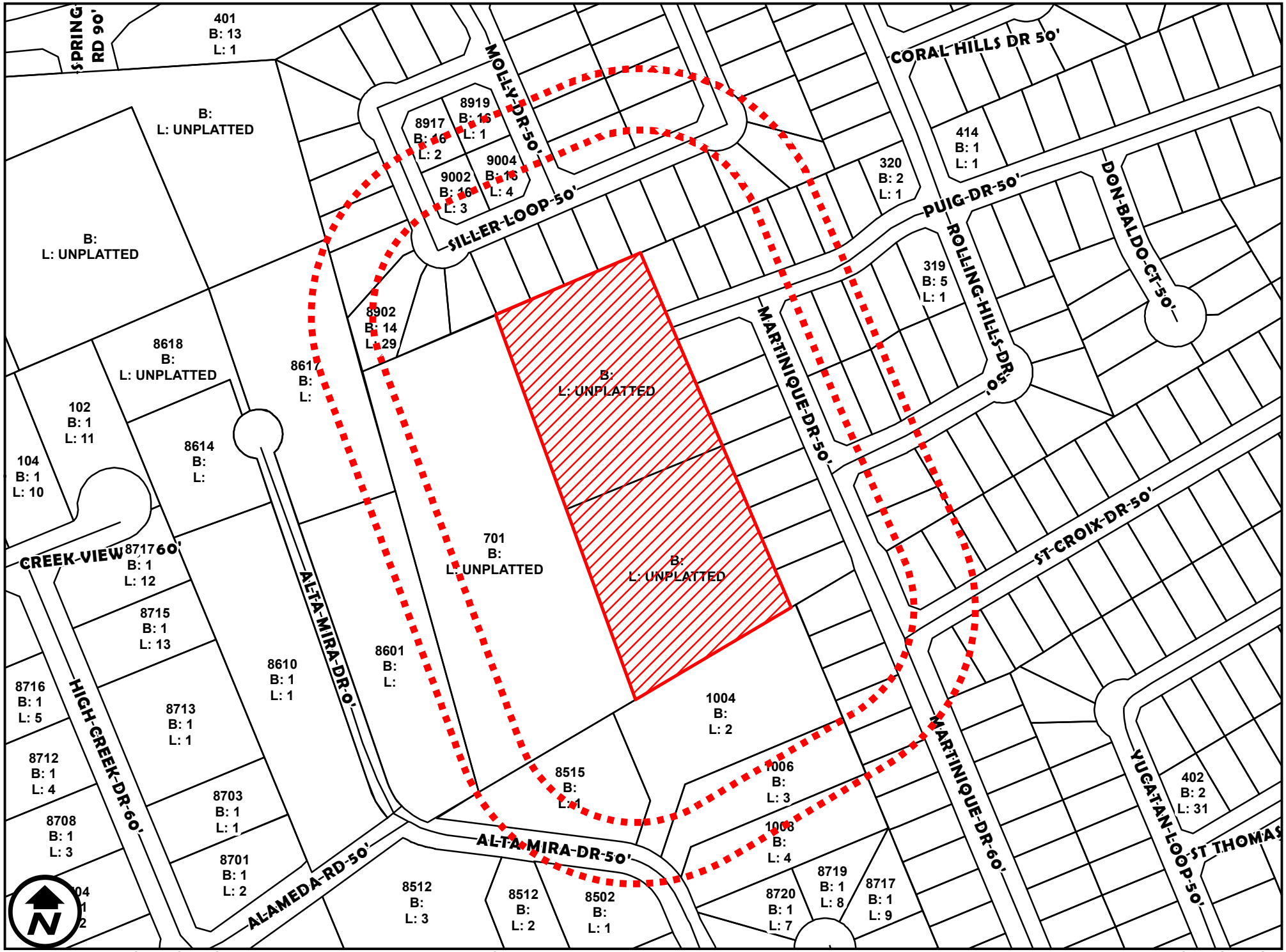


FUTURE LANDUSE

1 inch = 200 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) TO
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

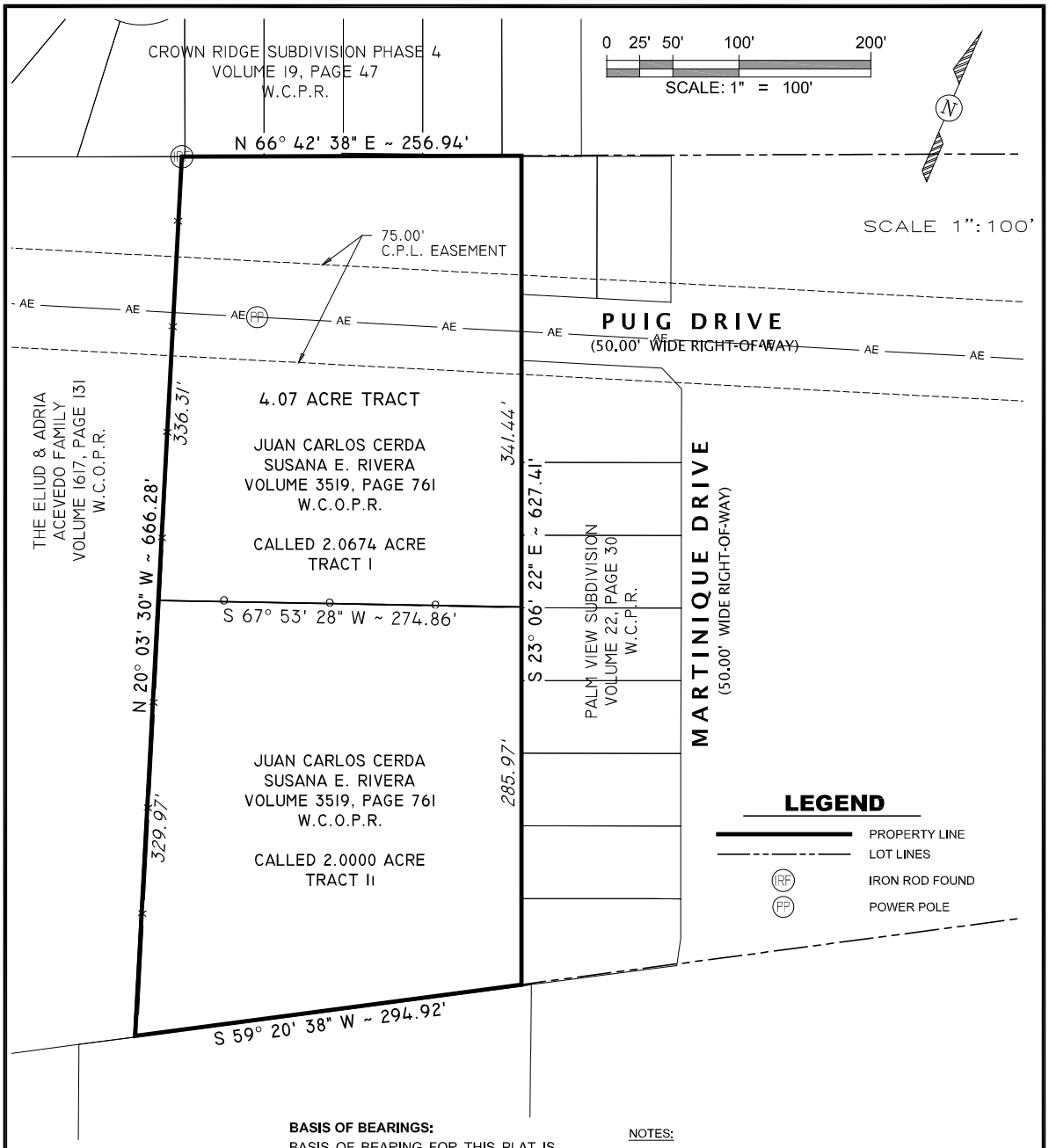


200' AND 300' NOTIFICATION

1 inch = 200 feet

ZC-044-2026
COUNCIL DISTRICT 7
SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE

APPLICATION F
AG (AGRICULTURAL DISTRICT) T
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)



BASIS OF BEARINGS:

BASIS OF BEARING FOR THIS PLAT IS THE TEXAS COORDINATE SYSTEM, NAD 83, TEXAS SOUTH ZONE, 4205, BASED ON MEASUREMENTS ACCORDING TO A GPS OBSERVATION SESSION AND COMPUTED BY THE NATIONAL GEODETIC SURVEY (NGS) ON BASE LOCATION:

LATITUDE :	027° 34' 55.94"
LONGITUDE :	099° 31' 36.09"
NORTHING :	17101808.4200'
EASTING :	651680.1900'

NOTES:

1. ALL BEARINGS. DISTANCES, AND COORDINATE VALUES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH ZONE, US SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; THEREFORE, EASEMENTS, RIGHT-OF-WAYS, AND OTHER FEATURES AFFECTING THIS PROPERTY MAY NOT BE SHOWN.
3. THIS WORK DOES NOT REPRESENT A CHAIN OF TITLE EXAMINATION, SURFACE MINERAL FEE IN EITHER SUBJECT AND/OR ADJACENT TRACTS MAY NOT BE CURRENT AND/OR HISTORICALLY CORRECT AND IS SHOWN FOR INFORMATIONAL PURPOSE ONLY.
4. BY GRAPHICAL SCALING ONLY, THIS PROPERTY DOES APPEAR TO BE LOCATED IN A FLOOD ZONE AS PER MAP 48479C1205C, PUBLISHED DATE APRIL 2, 2008.

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE STATED PROPERTY ON THE GROUND AND UNDER MY SUPERVISION, AND THAT THIS SKETCH REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Francisco Ramos — March 27, 2026

FRANCISCO RAMOS, R.P.L.S. No. 6573 — *DATE*

SURVEY OF

A 4.07 ACRE TRACT
TRACT I AND TRACT II
VOLUME 3519, PAGE 761
WEBB COUNTY OFFICIAL PUBLIC RECORDS
LAREDO, TX 78043

RAMOS ENGINEERING, PLLC
4820 MIMS AVE., STE. #2
LAREDO, TX 78041
O: 956.539.7003
FIRM NUMBERS
ENG: F-23568
SUR: 10194771

APPROVED BY: F.R.	
DRAWN BY: F.R.	
SHEET 1 OF 2	
CHECKED BY: F.R.	
DATE: 03.27.2026	

FILE:26-640-BASE.DWG REV: —

C:\Users\FrankRamos\OneDrive - Ramos Engineering, PLLC\Projects\Year 5 -2026\2026-640-720 Alameda - Plat Survey - Rezone\500 - Plan Production\dwg\Base

SURVEY OF
A 4.07 ACRE TRACT
TRACT I AND TRACT II
VOLUME 3519, PAGE 761 W.C.O.P.R
WEBB COUNTY, TEXAS

BEING A 4.07 ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF THE CALLED 2.0674 ACRE TRACT DESCRIBED AS TRACT I, IN A DEED RECORDED IN VOLUME 3519, PAGE 761, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND ALL OF THE CALLED 2.0000 ACRE TRACT DESCRIBED AS TRACT II, IN A DEED RECORDED IN VOLUME 3519, PAGE 761, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, BEING SITUATED IN PORCION 23, ABSTRACT 283, LEONARDO SANCHEZ, ORIGINAL GRANTEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD, BEING A POINT ON THE SOUTH BOUNDARY LINE OF THE CROWN RIDGE SUBDIVISION, PHASE 4, RECORDED IN VOLUME 19, PAGE 47, WEBB COUNTY PLAT RECORDS, WEBB COUNTY, TEXAS, AND THE NORTHEAST CORNER OF A 4.090 ACRE TRACT, RECORDED IN VOLUME 1617, PAGE 131, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND THE NORTHWEST CORNER OF A CALLED 2.0674 ACRE TRACT DESCRIBED AS TRACT I, IN A DEED RECORDED IN VOLUME 3519, PAGE 761, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND ALSO BEGIN THE NORTHWEST CORNER AND THE **POINT OF BEGINNING** HEREOF;

THENCE **N 66° 42' 38" W**, A DISTANCE OF **256.94'**, ALONG THE SOUTH BOUNDARY LINE OF SAID CROWN RIDGE SUBDIVISION, PHASE 4, AND THE NORTH PROPERTY LINE OF SAID CALLED 2.0674 ACRE TRACT, TO A POINT BEGIN THE NORTHWEST CORNER OF THE PALM VIEW SUBDIVISION, RECORDED IN VOLUME 22, PAGE 30, WEBB COUNTY PLAT RECORDS, WEBB COUNTY, TEXAS, AND ALSO BEGIN THE NORTHEAST CORNER OF SAID CALLED 2.0674 ACRE TRACT, AND THE NORTHEAST CORNER HEREOF;

THENCE **S 23° 06' 22" E**, A DISTANCE OF **627.41',** ALONG THE WEST BOUNDARY LINE OF SAID PALM VIEW SUBDIVISION, AND THE EAST PROPERTY LINE OF SAID CALLED 2.0674 ACRE TRACT, AT 341.44', PASS THE SOUTHEAST CORNER OF SAID CALLED 2.0674 ACRE TRACT, AND THE NORTHEAST CORNER OF A CALLED 2.0000 ACRE TRACT DESCRIBED AS TRACT II, IN A DEED RECORDED IN VOLUME 3519, PAGE 761, WEBB COUNTY OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, CONTINUING ALONG THE SAME COURSE TO A POINT BEING THE SOUTHEAST CORNER OF SAID CALLED 2.0000 ACRE TRACT AND SOUTHEAST CORNER HEREOF;

THENCE **S 59° 20' 38" W** A DISTANCE OF **294.92'**, ALONG THE SOUTH PROPERTY LINE OF SAID CALLED 2.0000 ACRE TRACT, TO A POINT BEING THE SOUTHEAST CORNER OF SAID CALLED 4.090 ACRE TRACT , AND THE SOUTHWEST CORNER OF SAID CALLED 2.0000 ACRE TRACT, AND ALSO BEING THE SOUTHWEST CORNER HEREOF;

THENCE **N 20° 03' 30" W,** A DISTANCE OF **666.28',** ALONG EAST PROPERTY LINE OF SAID CALLED 4.090 ACRE TRACT, AND ALONG THE WEST PROPERTY LINE OF SAID CALLED 2.0000 ACRE TRACT, AT A DISTANCE OF 329.97', PASS THE NORTHWEST CORNER OF SAID CALLED 2.0000 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID CALLED 2.0674 ACRE TRACT, CONTINUING ALONG THE SAME COURSE TO THE **POINT OF BEGINNING** OF THIS 4.07 ACRE TRACT OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY DESCRIPTION IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
FRANCISCO RAMOS
6573
PROFESSIONAL
LAND SURVEYOR

FRANCISCO RAMOS, R.P.L.S. No. 6573 — DATE: March 27, 2026.

SHEET: 2 OF 2

C:\Users\FrankRamos\OneDrive - Ramos Engineering, PLLC\Projects\Year 5 -2026\2026-640-720 Alameda - Plat Survey - Rezone\500 - Plan Production\dwg\Base

ZC-044-2026
ATTENTION
PROPOSED
ZONE CHANGE
FROM A-G TO R-1
FOR INFORMATION CALL
CITY PLANNING DEPARTMENT
794-1613
WELCOME
TEXAS
WELCOME

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 4.07 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT A, LOCATED SOUTH OF SILLER LOOP AND WEST OF MARTINIQUE DRIVE, AG (AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner on approximately 4.07 acres, as further described by metes and bounds in attached Exhibit A, located south of Siller Loop and west of Martinique Drive, AG (Agricultural District) to R-1 (Single Family Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on April 16, 2026; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on May 18, 2026 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo is hereby amended on approximately 4.07 acres, as further described by metes and bounds in attached Exhibit A, located south of Siller Loop and west of Martinique Drive, AG (Agricultural District) to R-1 (Single Family Residential District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing & Introductory Ordinance 25.**

SUBJECT
Public Hearing and Introductory Ordinance amending Chapter 19 (“Motor Vehicles and Traffic”), Article VIII (“Stopping, Standing or Parking”), Section 19-355(b) (“Parking Violations”), of the Code of Ordinances of the City of Laredo, Texas, by increasing the parking violation fee schedule; providing for severability; providing for publication; and establishing an effective date.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
None.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Public Hearing and Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No financial impact.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 19 ("MOTOR VEHICLES AND TRAFFIC"), ARTICLE VIII ("STOPPING, STANDING OR PARKING"), SECTION 19-355(b) ("PARKING VIOLATIONS"), OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO, TEXAS, BY INCREASING THE PARKING VIOLATION FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is authorized pursuant to its home-rule authority and the laws of the State of Texas to regulate traffic and parking within its municipal boundaries in order to promote public health, safety, and welfare; and

WHEREAS, Chapter 19 of the Code of Ordinances of the City of Laredo, Texas establishes regulations governing motor vehicles and traffic, including provisions related to stopping, standing, and parking; and

WHEREAS, Section 19-355(b) currently establishes a schedule of fines for parking violations within the City; and

WHEREAS, the City Council finds that the existing parking violation fees no longer adequately deter violations or reflect current enforcement, administrative, and operational costs incurred by the City; and

WHEREAS, increasing parking violation fees will promote greater compliance with parking regulations, improve traffic flow, enhance public safety, and ensure the efficient use of limited parking resources; and

WHEREAS, the City Council finds that it is in the best interest of the public to amend Section 19-355(b) to revise and increase the parking violation fee schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. Section 19-355(b) of Chapter 19, Article VIII of the City of Laredo Code of Ordinances is hereby amended to read as follows: words and phrases to be removed are enclosed in brackets and indicated with strikethrough, and new language is underlined and italicized, as provided herein.

Sec. 19-355. Administrative adjudication of stopping, standing and parking violations.

(a) *Establishment of administrative adjudication.* A violation of a provision of this Code governing the stopping, standing, or parking of a vehicle is a civil offense.

(b) *Parking violations.*

(1) *Fines for parking violations.* In the event that a vehicle is parked in violation of the provisions of this article, the owner or person with control over the vehicle shall be subject to a penalty. The penalty for a violation of this article shall be dependent on the particular violation and shall be by fine only. The schedule of civil fines as penalty for violations of this article is as follows:

Parking Violation	Parking Fine If Paid Within 14 Days	Proposed Additional Fine After 14 Days	Proposed Additional Fine After 60 Days
Expired Meter	$[~~10.00~~ *20.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
No Parking (Loading Zone)	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
No Parking	$~~20.00~~ *35.00*	$~~10.00~~ 20.00	$~~10.00~~ *20.00*
Blocking Driveway	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked within 20 Feet of Intersection	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Double Parked	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked in Red Curb	$~~40.00~~ *85.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked in a Fire Zone	$~~50.00~~ *85.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parking within 15 Feet of Fire Hydrant	$~~50.00~~ *85.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked in a Disabled Space	$500.00	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Disabled Parking Violation	$250.00	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Blocking Crosswalk	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Blocking Alley	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked over 18 Inches from Curb	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked on Sidewalk	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked in Taxi Stand (No Parking)	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked Between Two Meter Spaces	$~~20.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked within 50 Feet of Railroad Crossing	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Obstructing Flow of Traffic	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Parked Against Traffic Flow	$~~25.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Oversized Vehicle	$~~125.00~~ *200.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Commercial Vehicle Parked in Residential Area	$~~65.00~~ *85.00*	$~~10.00~~ *20.00*	$~~10.00~~ *20.00*
Other	$~~15.00~~ *35.00*	$~~10.00~~ *20.00*	$~~10.00~~] *20.00*

[Original parking fines not paid within fourteen (14) days of violation date will be charged a late fee after fourteen (14) and sixty (60) days.]

The civil fines listed above or any civil fine imposed for a violation of this article may be paid by mail, internet or by personal appearance at the [~~parking enforcement division office~~] *locations designated by the city manager or designee.*

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 5. This Ordinance shall take effect immediately upon passage.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

_____
MARIO MALDONADO
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing & Introductory Ordinance 26.**

SUBJECT
AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 23 - PARKS AND RECREATION DEPARTMENT, OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO TO AMEND CHAPTER 23-6, SECTION 2, FEE SCHEDULE FOR THE BUENA VISTA SPORTS COMPLEX TO ALLOW FOR 6-WEEK TEAM PROGRAM, COMPLEX HOSTED EVENTS AND PROGRAMS AND TOURNAMENT REGISTRATION AND GATE FEES, WEEKDAY PER POD/COMPLEX FEES, WEEKEND DISCOUNT PACKAGE, WEEKDAY GROUPING OF 2-HOUR FIELD RENTALS AND ADD-ON FEES FOR CUSTOM FENCE DISTANCE, TABLES AND CHAIRS SET UP, TENT AND CANOPY SET UP, AND TOURNAMENT CHECK IN SESSIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

PREVIOUS COUNCIL ACTION
On March 16, 2026, city council approved an ordinance amending Chapter 23 to allow retail vendor space rental fees and also amend the definition of hours of usage from all day to mean the period of time from 8am to10m.

BACKGROUND
In order to be more effective in revenue collections and attracting sports organizations, and also initiate hosting in-house tournaments, it is necessary to amend the ordinance to include 6-week team programs, Complex hosted events and program and tournament registration and gate fees, weekday per pod/complex rates, weekend discount package, weekday grouping of 2-hour field rentals and add -on fees for custom fence distance, tables and chairs set up, tent and canopy set up and tournament check-in sessions.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends approval of this item.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	No
Source of Funds:	Buena Vista Sports Complex
Account #:	276
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding will be deposited under Buena Vista Complex.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing & Introductory Ordinance 27.**

SUBJECT
Public Hearing and Introductory Ordinance amending the City of Laredo Municipal Housing Fund FY2025-2026 annual budget by increasing revenues and expenditures in the amount of $50,000.00, related to the AEP Texas Targeted Low Income Program administered by Frontier Energy, Inc. The program will provide the replacement of central air conditioning and heating systems in Municipal Housing single-family homes to improve energy efficiency, housing quality and, improve resident quality of life.

PREVIOUS COUNCIL ACTION
On 03/16/2026, City Council approved Resolution 2026-R-62, authorizing the City Manager to submit and accept a grant application to AEP Texas for the AEP TEXAS
TARGETED LOW-INCOME PROGRAM ADMINISTERED BY FRONTIER ENERGY, INC.

BACKGROUND
AEP Texas, through its consulting firm Frontier Energy, Inc., administers the AEP Texas Targeted Low - Income Program, which provides funding assistance for energy efficiency improvements benefiting qualifying residential properties including the replacement of complete central air conditioning and heating systems.
The Municipal Housing Division (MH) manages numerous single-family dwellings under the Noise Abatement Program, and Municipal Housing properties. Through prior participation in the program, MH has successfully completed HVAC replacement projects that improved energy efficiency and overall housing conditions at Noise Abatement and Municipal Housing properties

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Moderate
Supporting goal(s)/policy(ies):
"**Promote the preservation and rehabilitation of existing housing stock to ensure safe and livable conditions for residents."**
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: The replacement of central HVAC systems constitutes a clear rehabilitation activity that improves the safety, habitability, and overall condition of existing Municipal Housing units.
"**Encourage programs that improve housing quality and energy efficiency, particularly for low- and moderate-income households."**
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: The AEP Texas Targeted Low Income Program directly funds energy-efficient improvements for qualifying low-income households, aligning with the Plan's emphasis on reducing energy burdens and improving housing conditions.
"**Support initiatives that enhance quality of life through improved housing, infrastructure, and**

public services."
Source: Viva Laredo City of Laredo Comprehensive Plan
Relevance: Upgrading HVAC systems improves indoor comfort, health outcomes, and overall living conditions, thereby enhancing residents' quality of life.

Summary of alignment: The proposed ordinance to amend the Municipal Housing Fund budget to accommodate the AEP Texas Targeted Low Income Program demonstrates moderate alignment with the Viva Laredo Comprehensive Plan. The initiative advances key housing-related objectives by supporting rehabilitation of existing housing stock, improving energy efficiency, and enhancing living conditions for low- to moderate-income residents.

Although the action is primarily a funding adjustment tied to an external program, it substantively contributes to broader planning themes including housing quality, public health, equity, and sustainability. The classification as *Moderate* reflects that the agenda item aligns well with the Plan's intent but does not directly implement a specifically cited, numbered policy or program outlined verbatim in the document

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Ordinance.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	AEP Texas, Frontier Energy
Account #:	555-3970
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Revenues $50,000.00

Expenditures: $50,000.00

Appendix B. 2026 Agency Participation Agreement

PARTICIPATION AGREEMENT

AEP TEXAS ("UTILITY")
TARGETED LOW-INCOME PROGRAM

ADMINISTERED BY FRONTIER ENERGY, INC.

PROGRAM YEAR 2026

1.0 This Participation Agreement (this "Agreement"" is between Frontier Energy, Inc., hereinafter known as "Frontier", and City of Laredo- Municipal Housing, hereinafter known as "Participant" or "Agency", who seeks to participate in the Targeted Low-Income Program.

Whereas Frontier has been engaged by AEP Texas ("AEP Texas", "Utility"), a Texas corporation, to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Targeted Low-Income Program (the "Program"); and

Whereas, Frontier desires to permit Participant to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Guidebook, and Participant desires access to such incentives:

2.0 Referenced Documents. The installation of eligible energy efficiency measures and services at eligible residential properties as described in the current Program Guidebook (the "Work") shall be accomplished in accordance with this Agreement, the current Program Guidebook, the current Kickoff Presentation, and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.

3.0 Intellectual Property Rights. This Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.

4.0 Frontier Energy. Frontier is solely responsible for directing Participant for all services required for the implementation of the Program in conformance with established guidelines and may, at its sole but reasonable discretion, adjust any compensation requested to comply with the Program guidelines.

5.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory, excepting only the gross negligence or willful misconduct of Frontier. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

6.0 Term. The term of this Agreement shall end on December 31, 2026, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 15, 2026, unless a modified timetable is agreed to in writing by both parties.

7.0 Funding Allocation. Participant's initial funding allocation for the current program year is $50,000 and is indicated in P3. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year. This allocation may be increased or decreased after periodic reviews of the agency's progress toward completing performance milestones are completed; changes to the agency's allocation will be communicated via email to the agency's contact listed in section 31.0, and updated in P3.

8.0 Performance Milestones. Participant must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year and may increase or decrease a Participant's allocation depending on such progress. Agency performance toward meeting program milestones will be reviewed on or about May 1 and August 1 each program year. Agencies generally are expected to have invoiced for at least 25% of their budget allocation by May 1 and 75% by August 1. Agencies that are behind these milestones may have their allocations reduced for the remainder of the program year. Frontier shall notify Participant of any changes to a Participant's allocation in writing to the Participant.

9.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.

10.0 Assessments. For homes determined to be eligible using the procedures outlined in Section 9.0 and the Program Guidebook, Agency's certified assessor shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to calculate the Savings-to-Investment (SIR) ratio or utilize an approved Priority List along with Supplemental Guidance provided by Frontier Energy to determine the eligibility of program-supported energy efficiency measures.

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include but is not limited to conducting lead-safe renovation practices in accordance with US EPA regulations and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

11.0 Assessment Incentive. The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and

post-installation duct leakage measurement), or on use of the multifamily Priority List. Incentives, and any limits thereon, are as described in the current year's Program Guidebook.

12.0 Determination of Measures to be Installed. Agencies are permitted to utilize one of two options when determining eligible measures: the NEAT audit or an approved Priority List along with Supplemental Guidance provided by Frontier Energy, up to the maximum per-home expenditure as stated in the current Program Manual. Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

13.0 Submittal of Homes for Pre-Approval. Agency shall submit homes for pre-approval via the program database. Submittals for pre-approval shall consist of all required project, customer, premise, and measure data and supporting documentation. Agency shall upload a copy of the Income Verification Form, a copy of the NEAT audit report or Priority List, and any additional documentation required to support the proposed measures via the program database before submitting a home for pre-approval.

14.0 Payment. For single-family homes, after pre-approval, Frontier shall provide prepayment for properly submitted work orders within thirty calendar days of initial approval, provided that Frontier has been reimbursed by the utility. Prepayments will reflect measure incentive amounts, but may withhold the 8% agency administration fee. Upon final submittal and approval of homes, pre-payed amounts will be reconciled against final incentives earned (including the agency administration fee), and the remainder paid to the agency. For multifamily heat pump retrofit projects, Frontier shall provide payment for completed and approved work within 30 calendar days of final approval, provided that Frontier has been reimbursed by the utility.

15.0 Installation of Measures. Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) days of work order submittal.

16.0 Installation Reporting. Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.

17.0 Agency Administration Incentive. The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency's administration incentive, which is eight percent (8%) of the measure installation costs.

18.0 Reconciliation of Work Order and Installation Report. The agency will correct the database to reflect any differences between measures that were included in the work order and measures installed in the home. In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of

work completed near the end of the term of this Agreement, within 30 days.

19.0 On-Site Inspections. Agency shall inform all customers that follow-up on-site inspections and/or surveys may be required by Frontier, the sponsoring utility, or third-parties operating on their behalf, including the Texas Evaluation, Measurement and Verification team. While rare, a single customer may be required to have multiple inspections from different parties. These inspections are aimed at validating that all program process and requirements are fully met.

20.0 Sales Taxes. Participant is responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.

21.0 Independence of Participant. Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant's subcontractors or suppliers.

22.0 Standards, Codes, Laws and Regulations. Participant shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

23.0 Background Checks. Participant shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name- based files shall be reported immediately to Frontier.

24.0 Insurance. Participant represents and agrees that it and its subcontractors will carry and provide proof of all required insurance as stated in the Program Guidebook throughout the term of the Agreement.

25.0 Termination for Cause. If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Participant shall be paid for all undisputed Work performed prior to the Termination Date. The following grounds for termination for cause:

- the failure, refusal or inability of the Participant to perform any material aspect of the Work in accordance with this Agreement (except as specified in Section 39, "Force Majeure"); or
- Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- a court of law has enjoined Participant from performing the Work; or
- In Frontier's reasonable judgment, the Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to

accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or

- Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.

26.0 Termination for Convenience. Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this Agreement at any time, for any reason, after providing Participant with no less than 30 days prior written notice. If, however, after consulting with Frontier, it is Participant's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant may complete that portion of the Work and Frontier will make incentive payments to Participant within 30 days of completion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate this Agreement for any reason upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain this Agreement in full effect with all provisions included herein.

27.0 Reporting. Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Agreement.

28.0 Records and Audit. Participant's records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.

29.0 Use of Name. Participant may not use Utility's or Frontier's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility's or Frontier's prior written consent.

30.0 Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier and Participant. Participant is expressly prohibited from using Utility's or Frontier's name in any publication, advertising, or promotion without Frontier' prior written consent, as applicable. Frontier is expressly prohibited from using Participant's name in any publication, advertising, or promotion without Participant's prior written consent.

31.0 Indemnity. Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility, their officers, directors, employees, agents and independent contractors, and their affiliates, and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property ("Liabilities") arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors to the maximum extent permitted by applicable law.

32.0 Infringement Protection. Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities, costs and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's incentives incurred by Frontier or Utility in defense of such a suit.

33.0 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows, unless otherwise noted:

Frontier:

Name: Steve Wiese
Title: Director
Frontier Energy
1515 S Capital of Texas Hwy
Ste. 110
Austin, TX 78746-6544
swiese@frontierenergy.com

Agency:

Name: Joseph W. Nebb
Title: City Manager
Company: City of Laredo
Street Address 1: 1110 Houston St.
Street Address 2:
City/State/ZIP: Laredo,Texas,78042
Email: jneeb@ci.laredo.tx.us

Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

34.0 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.

35.0 Time is of the Essence. The parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.

36.0 No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

37.0 Applicable Law. This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Webb County, Texas, unless such cause of action is within the jurisdiction of the Public Utility

Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.

38.0 Assignment Prohibited. This Agreement may not be assigned by either party without the written consent of the other party. Arrangements between Participant and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment and shall be subject to the provisions of this paragraph.

39.0 Modification. This Agreement may not be modified except by written agreement.

40.0 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

41.0 Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

42.0 No Joint Enterprise. Each party shall perform its obligations under this Agreement as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

43.0 Attorney's Fees. In the event of any legal action or other proceeding between the parties arising out of this Agreement or the transactions contemplated herein, the prevailing party in such legal action or proceeding shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' incentives.

AGREED as of 3/5, 2026

Frontier Energy, Inc.

By: Steve Wiese
Digitally signed by Steve Wiese
DN: cn=Steve Wiese, o=Frontier Energy, email=swiese@frontierenergy.com
Date: 2026.03.05 15:12:30 -06'00'

Name: Steve Wiese
Title: Director

Participant

By: Joseph W. Neeb
Name: Joseph W. Neeb
Title: City Manager

Attest Mario I. Maldonado Jr.
Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO, TEXAS

RESOLUTION NO. 2026-R-62

RATIFYING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT AND ACCPET A GRANT PROGRAM APPLICATION TO AEP TEXAS FOR THE AEP TEXAS TARGETED LOW-INCOME PROGRAM IN THE AMOUNT OF $50,000.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. THE PROGRAM WILL PROVIDE FOR THE REPLACEMENT OF COMPLETE CENTRAL AIR CONDITIONING AND HEATING UNITS FOR AN ESTIMATED FIVE (5) SINGLE FAMILY DWELLINGS FROM MUNICIPAL HOUSING HOMES. FUNDING IS UNDER MUNICIPAL HOUSNG FUNDS.

WHEREAS, AEP Texas, through its consulting firm Frontier Energy, Inc., administers the AEP Texas Targeted Low-Income Program to provide funding assistance for energy efficiency improvements benefiting qualifying residential properties, including the replacement of complete central air conditioning and heating systems; and

WHEREAS, the Municipal Housing Division of the City of Laredo manages single-family dwellings under the Noise Abatement Program and Municipal Housing Program; and

WHEREAS, the proposed grant will provide funding in the estimated amount of Fifty Thousand Dollars ($50,000.00) for the replacement of complete central air conditioning and heating units in approximately five (5) single-family dwellings from Municipal Housing Homes; and

WHEREAS, the replacement of aging or inefficient HVAC systems will improve housing quality, energy efficiency, safety, and livability for low-income residents while preserving municipal housing assets; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to submit a grant application to AEP Texas for the AEP Texas Targeted Low-Income Program in the estimated amount of $50,000.00.

SECTION 2. The City Manager is further authorized to execute all necessary documents related to the submission, acceptance, and administration of the grant, should it be awarded.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Laredo, Texas, on this 16 day of March, 2026.

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

for **DOAHN "ZONE" T. NGUYEN**
CITY ATTORNEY

Appendix B. 2026 Agency Participation Agreement

PARTICIPATION AGREEMENT

AEP TEXAS ("UTILITY")
TARGETED LOW-INCOME PROGRAM

ADMINISTERED BY FRONTIER ENERGY, INC.

PROGRAM YEAR 2026

1.0 This Participation Agreement (this "Agreement"" is between Frontier Energy, Inc., hereinafter known as "Frontier", and City of Laredo- Municipal Housing, hereinafter known as "Participant" or "Agency", who seeks to participate in the Targeted Low-Income Program.

Whereas Frontier has been engaged by AEP Texas ("AEP Texas", "Utility"), a Texas corporation, to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Targeted Low-Income Program (the "Program"); and

Whereas, Frontier desires to permit Participant to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Guidebook, and Participant desires access to such incentives:

2.0 Referenced Documents. The installation of eligible energy efficiency measures and services at eligible residential properties as described in the current Program Guidebook (the "Work") shall be accomplished in accordance with this Agreement, the current Program Guidebook, the current Kickoff Presentation, and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.

3.0 Intellectual Property Rights. This Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.

4.0 Frontier Energy. Frontier is solely responsible for directing Participant for all services required for the implementation of the Program in conformance with established guidelines and may, at its sole but reasonable discretion, adjust any compensation requested to comply with the Program guidelines.

5.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory, excepting only the gross negligence or willful misconduct of Frontier. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

6.0 Term. The term of this Agreement shall end on December 31, 2026, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 15, 2026, unless a modified timetable is agreed to in writing by both parties.

7.0 Funding Allocation. Participant's initial funding allocation for the current program year is _____ and is indicated in P3. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year. This allocation may be increased or decreased after periodic reviews of the agency's progress toward completing performance milestones are completed; changes to the agency's allocation will be communicated via email to the agency's contact listed in section 31.0, and updated in P3.

8.0 Performance Milestones. Participant must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year and may increase or decrease a Participant's allocation depending on such progress. Agency performance toward meeting program milestones will be reviewed on or about May 1 and August 1 each program year. Agencies generally are expected to have invoiced for at least 25% of their budget allocation by May 1 and 75% by August 1. Agencies that are behind these milestones may have their allocations reduced for the remainder of the program year. Frontier shall notify Participant of any changes to a Participant's allocation in writing to the Participant.

9.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.

10.0 Assessments. For homes determined to be eligible using the procedures outlined in Section 9.0 and the Program Guidebook, Agency's certified assessor shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to calculate the Savings-to-Investment (SIR) ratio or utilize an approved Priority List along with Supplemental Guidance provided by Frontier Energy to determine the eligibility of program-supported energy efficiency measures.

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include but is not limited to conducting lead-safe renovation practices in accordance with US EPA regulations and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

11.0 Assessment Incentive. The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and

post-installation duct leakage measurement), or on use of the multifamily Priority List. Incentives, and any limits thereon, are as described in the current year's Program Guidebook.

12.0 Determination of Measures to be Installed. Agencies are permitted to utilize one of two options when determining eligible measures: the NEAT audit or an approved Priority List along with Supplemental Guidance provided by Frontier Energy, up to the maximum per-home expenditure as stated in the current Program Manual. Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

13.0 Submittal of Homes for Pre-Approval. Agency shall submit homes for pre-approval via the program database. Submittals for pre-approval shall consist of all required project, customer, premise, and measure data and supporting documentation. Agency shall upload a copy of the Income Verification Form, a copy of the NEAT audit report or Priority List, and any additional documentation required to support the proposed measures via the program database before submitting a home for pre-approval.

14.0 Payment. For single-family homes, after pre-approval, Frontier shall provide prepayment for properly submitted work orders within thirty calendar days of initial approval, provided that Frontier has been reimbursed by the utility. Prepayments will reflect measure incentive amounts, but may withhold the 8% agency administration fee. Upon final submittal and approval of homes, pre-payed amounts will be reconciled against final incentives earned (including the agency administration fee), and the remainder paid to the agency. For multifamily heat pump retrofit projects, Frontier shall provide payment for completed and approved work within 30 calendar days of final approval, provided that Frontier has been reimbursed by the utility.

15.0 Installation of Measures. Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) days of work order submittal.

16.0 Installation Reporting. Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.

17.0 Agency Administration Incentive. The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency's administration incentive, which is eight percent (8%) of the measure installation costs.

18.0 Reconciliation of Work Order and Installation Report. The agency will correct the database to reflect any differences between measures that were included in the work order and measures installed in the home. In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of

work completed near the end of the term of this Agreement, within 30 days.

19.0 On-Site Inspections. Agency shall inform all customers that follow-up on-site inspections and/or surveys may be required by Frontier, the sponsoring utility, or third-parties operating on their behalf, including the Texas Evaluation, Measurement and Verification team. While rare, a single customer may be required to have multiple inspections from different parties. These inspections are aimed at validating that all program process and requirements are fully met.

20.0 Sales Taxes. Participant is responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.

21.0 Independence of Participant. Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant's subcontractors or suppliers.

22.0 Standards, Codes, Laws and Regulations. Participant shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

23.0 Background Checks. Participant shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name- based files shall be reported immediately to Frontier.

24.0 Insurance. Participant represents and agrees that it and its subcontractors will carry and provide proof of all required insurance as stated in the Program Guidebook throughout the term of the Agreement.

25.0 Termination for Cause. If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Participant shall be paid for all undisputed Work performed prior to the Termination Date. The following grounds for termination for cause:

- the failure, refusal or inability of the Participant to perform any material aspect of the Work in accordance with this Agreement (except as specified in Section 39, "Force Majeure"); or
- Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- a court of law has enjoined Participant from performing the Work; or
- In Frontier's reasonable judgment, the Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to

accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or

- Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.

26.0 Termination for Convenience. Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this Agreement at any time, for any reason, after providing Participant with no less than 30 days prior written notice. If, however, after consulting with Frontier, it is Participant's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant may complete that portion of the Work and Frontier will make incentive payments to Participant within 30 days of completion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate this Agreement for any reason upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain this Agreement in full effect with all provisions included herein.

27.0 Reporting. Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Agreement.

28.0 Records and Audit. Participant's records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.

29.0 Use of Name. Participant may not use Utility's or Frontier's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility's or Frontier's prior written consent.

30.0 Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier and Participant. Participant is expressly prohibited from using Utility's or Frontier's name in any publication, advertising, or promotion without Frontier' prior written consent, as applicable. Frontier is expressly prohibited from using Participant's name in any publication, advertising, or promotion without Participant's prior written consent.

31.0 Indemnity. Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility, their officers, directors, employees, agents and independent contractors, and their affiliates, and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property ("Liabilities") arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors to the maximum extent permitted by applicable law.

32.0 Infringement Protection. Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities, costs and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's incentives incurred by Frontier or Utility in defense of such a suit.

33.0 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows, unless otherwise noted:

Frontier:

Name: Steve Wiese
Title: Director
Frontier Energy
1515 S Capital of Texas Hwy
Ste. 110
Austin, TX 78746-6544
swiese@frontierenergy.com

Agency:

Name: Joseph W. Nebb
Title: City Manager
Company: City of Laredo
Street Address 1: 1110 Houston St.
Street Address 2:
City/State/ZIP: Laredo,Texas,78042
Email: jneeb@ci.laredo.tx.us

Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

34.0 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.

35.0 Time is of the Essence. The parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.

36.0 No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

37.0 Applicable Law. This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Webb County, Texas, unless such cause of action is within the jurisdiction of the Public Utility

Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.

38.0 Assignment Prohibited. This Agreement may not be assigned by either party without the written consent of the other party. Arrangements between Participant and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment and shall be subject to the provisions of this paragraph.

39.0 Modification. This Agreement may not be modified except by written agreement.

40.0 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

41.0 Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

42.0 No Joint Enterprise. Each party shall perform its obligations under this Agreement as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

43.0 Attorney's Fees. In the event of any legal action or other proceeding between the parties arising out of this Agreement or the transactions contemplated herein, the prevailing party in such legal action or proceeding shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' incentives.

AGREED as of _____, 2026

Frontier Energy, Inc.

By: _____
Name: Steve Wiese
Title: Director

Participant

By: _____
Name: Joseph W. Neeb
Title: City Manager

Attest _____
Mario I. Maldonado Jr.
City Secretary

City of Laredo

Legislation Details (With Text)

File #:	2026-R-62 **Version:** 1		
Type:	Resolution	**Status:**	Agenda Ready
File created:	1/29/2026	**In control:**	City Council
On agenda:	3/16/2026	**Final action:**	
Title:	Ratifying a resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit and accept a grant program application to AEP Texas for the AEP Texas Targeted Low-Income Program in the amount of $50,000.00, and authorizing the city manager to execute all necessary documents. The program will provide for the replacement of complete central air conditioning and heating units for an estimated five single family dwellings from the Municipal Housing homes. Funding is under Municipal Housing Funds.		
Sponsors:			
Code sections:			
Attachments:	1. AEP 2026 Agreement, 2. RESOLUTION NO (AEP)		

Date	Ver.	Action By	Action	Result

SUBJECT
Ratifying a resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit and accept a grant program application to AEP Texas for the AEP Texas Targeted Low-Income Program in the amount of $50,000.00, and authorizing the city manager to execute all necessary documents. The program will provide for the replacement of complete central air conditioning and heating units for an estimated five (5) single family dwellings from the Municipal Housing homes. Funding is under Municipal Housing Funds.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):
Goal 4.1:
"Ensure that all Laredo residents have access to safe, quality, and affordable housing."
(Viva Laredo City of Laredo Comprehensive Plan, p. 4-3)
Relevance:
The proposed grant will fund the replacement of complete central air conditioning and heating units in twelve (12) single-family dwellings under the Noise Abatement and Municipal Housing programs. By improving HVAC systems, the City enhances housing quality, safety, and livability for low-income residents, directly advancing access to safe and quality housing.

Policy 4.1.2:
"Promote the rehabilitation and preservation of existing housing stock to maintain safe and decent living conditions."
(Viva Laredo City of Laredo Comprehensive Plan, p. 4-5)
Relevance:

The replacement of aging or inefficient HVAC systems constitutes rehabilitation of existing housing stock. This action preserves municipal housing assets while ensuring safe and decent living conditions for qualifying low-income households.

Policy 9.3.1:
"Encourage energy efficiency and conservation practices in residential, commercial, and public facilities."
(Viva Laredo City of Laredo Comprehensive Plan, p. 9-12)
Relevance:
The AEP Texas Targeted Low-Income Program specifically funds energy efficiency improvements through the replacement of central air conditioning and heating systems. This aligns directly with the Plan's policy to encourage energy efficiency in residential properties, particularly within publicly managed housing.

Summary of alignment:
The proposed resolution authorizes submission of a grant application to fund HVAC replacements in low-income Noise Abatement and Municipal Housing properties. This action directly advances Goal 4.1 by improving access to safe, quality, and affordable housing. It fulfills Policy 4.1.2 through the rehabilitation and preservation of existing housing stock and supports Policy 9.3.1 by implementing energy-efficient upgrades in residential units.

The agenda item demonstrates a clear and direct implementation of housing quality, sustainability, and energy conservation objectives identified in the Comprehensive Plan. It also intersects with broader planning themes of public health (through improved indoor air quality and thermal comfort), equity (targeting low-income households), sustainability (energy efficiency improvements), and long-term municipal asset stewardship.

Based on the direct correspondence between the action and verbatim housing and energy policies, the level of alignment is appropriately classified as Strong.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
AEP Texas, through its consulting firm Frontier Energy, Inc., administers the AEP Texas Targeted Low -Income Program, which provides funding assistance for energy efficiency improvements benefiting qualifying residential properties including the replacement of complete central air conditioning and heating systems.
The Municipal Housing Division (MH) manages numerous single-family dwellings under the Noise Abatement Program and Municipal Housing properties. Through prior participation in the program, MH has successfully completed HVAC replacement projects that improved energy efficiency and overall housing conditions at Noise Abatement and Municipal Housing properties.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2025-2026
Budgeted Y/N?:	N
Source of Funds:	AEP, Texas
Account #:	555-3910
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available under Municipal Housing fund 555-3910.

ORDINANCE NO. 2026-O-____

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AMENDING THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY2025-2026 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $50,000.00, RELATED TO THE AEP TEXAS TARGETED LOW INCOME PROGRAM ADMINISTERED BY FRONTIER ENERGY, INC. THE PROGRAM WILL PROVIDE THE REPLACEMENT OF CENTRAL AIR CONDITIONING AND HEATING SYSTEMS IN MUNICIPAL HOUSING SINGLE-FAMILY HOMES TO IMPROVE ENERGY EFFICIENCY, HOUSING QUALITY AND, IMPROVE RESIDENT QUALITY OF LIFE.

WHEREAS, the City Council previously approved Resolution No. 2026-R-62 on March 16, 2026, authorizing the City Manager to submit and accept a grant application to AEP Texas for the AEP Texas Targeted Low Income Program administered by Frontier Energy, Inc.; and

WHEREAS, the AEP Texas Targeted Low Income Program provides funding for energy efficiency improvements, including the replacement of central air conditioning and heating units for eligible single-family dwellings; and

WHEREAS, it is necessary to amend the FY 2025–2026 Annual Budget of the Municipal Housing Fund to reflect the additional grant revenues and corresponding expenditures in the amount of $50,000.00; and

WHEREAS, the City Council finds that such budget amendment serves a public purpose by improving housing conditions and energy efficiency for low-income residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The FY 2025–2026 Annual Budget of the Municipal Housing Fund is hereby amended by increasing revenues and expenditures in the amount of $50,000.00 from AEP Texas through Frontier Energy, Inc.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS

_____ DAY OF _____, 2026.

_____

DR.VICTOR D. TREVINO
MAYOR

DRAFT

ATTEST:

_____
MARIO MALDONDO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

DRAFT

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing & Introductory Ordinance 28.**

SUBJECT
Public hearing and introduction of an ordinance amending the City of Laredo Subdivision Ordinance, Chapter III, Section 3.2 Entitled “Streets and Alleys,” by adding definitions for block length and block width; providing that this ordinance shall be cumulative; providing for severability clause; and providing for publication and effective date.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The current Subdivision Ordinance establishes minimum and maximum block length requirements for subdivisions. However, it does not define how block length is to be distinguished from block width. As a result, the absence of clear measurement standards for block length and block width has created ambiguity in the interpretation and application of the ordinance.

Therefore, the City finds it necessary to amend the Subdivision Ordinance to define block length and block width and establish a consistent methodology for their measurement. This amendment is intended to improve clarity and ensure uniform administration of the ordinance without altering the existing block length standards.

COMMITTEE RECOMMENDATION
The proposed amendment was considered by the Planning and Zoning Commission on April 16, 2026. The Commission, by a 7 to 0 vote, recommended approval of the proposed amendment to the Subdivision Ordinance.

STAFF RECOMMENDATION
Staff recommends approval of the proposed amendment to the Subdivision Ordinance to define block length and block width and establish a consistent methodology for their measurement. This amendment will improve clarity and ensure uniform administration of the ordinance without altering the existing block length standards.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

ORDINANCE NO. 2026-O-XX

AMENDING THE CITY OF LAREDO SUBDIVISION ORDINANCE, CHAPTER III, SECTION 3.2 ENTITLED "STREETS AND ALLEYS," BY ADDING DEFINITIONS FOR BLOCK LENGTH AND BLOCK WIDTH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Laredo Subdivision Ordinance regulates the subdivision of land with the corporate limits and extra territorial jurisdiction (ETJ) of the City of Laredo;

WHEREAS, Section 3.2 N. 1. of the Subdivision Ordinance establishes minimum and maximum block length requirements for subdivision; and

WHEREAS, the Subdivision Ordinance, however, does not currently define how block length is to be distinguished from block width;

WHEREAS, the City finds it necessary to amend the Subdivision Ordinance to clarify the definitions of block length and block width in order to provide consistent interpretation and administration of the subdivision regulations; and

WHEREAS, notice of the ordinance amendment was advertised in the newspaper at least three (3) days prior to the public hearing held before the Planning and Zoning Commission on this matter;

WHEREAS, on April 2, 2026 the Planning and Zoning Commission held a public hearing which was subsequently recessed and reconvened on April 16, 2026, at which time the Planning and Zoning Commission recommended approval of the ordinance amendment;

WHEREAS, notice of the ordinance amendment was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City Council on this matter; and

WHEREAS, the City Council held a public hearing on May 18, 2026, and found the proposed ordinance amendment appropriate, necessary and consistent with the Laredo Comprehensive Plan, and in the best interest of the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Chapter III, Section 3.2 N. 1. of the Laredo Subdivision Ordinance is hereby amended to read as follows:

N. Blocks and Street Lengths.

1. Block Lengths *shall be measured from property corner to property corner along the block face having the greatest dimension or along the block face on which the greatest number of lots face, whichever is greater (See Figure 1). In the case of a dead-end street, the block length shall be measured from the point at which the centerlines at the nearest intersecting street converges then along the centerline of the dead-end street to the center point of the cul-de-sac (See figure 2).*

   Block widths shall be measured from property corner to property corner along the block face having the least dimension or along the block face on which the fewest number of lots face, whichever is less (See Figure 1).

   a. Block lengths shall not exceed one thousand two hundred feet (1,200) or be less than three hundred (300) feet, except as may be required by the Commission in the proper projection of existing major thoroughfares, and on existing platted blocks.

   [~~a.~~] *b.* Block lengths and street lengths may be waived by the Planning and Zoning Commission provided that the waiver is requested in writing, incorporates traffic impact mitigation measures into a site plan, which is then submitted in conjunction with a preliminary plat/replat application.

   [~~b~~] *c.* No block length waiver may be granted by the Planning and Zoning Commission unless traffic impact mitigation measures comply with standards (herein adopted as minimum standards) of the Institute of Transportation Engineers (Latest Edition) and as set out in the "Transportation and Land Development Manual (Latest Edition)".

   [~~c~~] *d.* No block length waiver may be granted which modifies the City of Laredo Comprehensive Plan or the Thoroughfare Plan of the Comprehensive Plan addressing thoroughfares, highways, arterials, and collectors, or of the proper extension of any street.

   [~~d~~] *e.* A block length waiver shall not compromise safety.

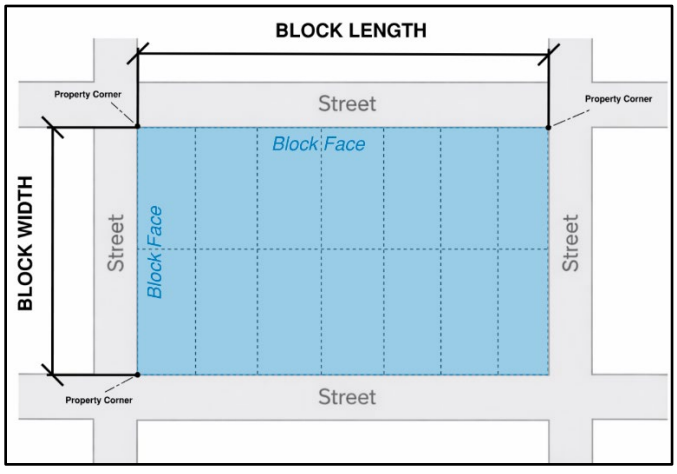


Figure 1

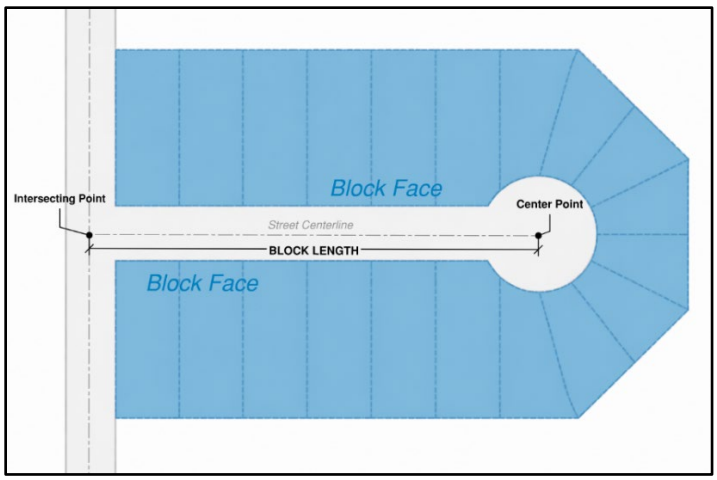


Figure 2

Section 2. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

Section 3. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 4. This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

Section 5. Cumulative - This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 6. Severability - It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. Open Meeting – The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during the which this ordinance and the subject matter was

considered and approves confirms such written notice and the contents and posting hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing 29.**

SUBJECT
Public hearing and discussion of an ordinance concerning a voluntary annexation request by Javier De Anda, on behalf of NDAS Development, LLC, altering and extending the boundary limits of the City of Laredo to annex approximately 23.942-acres, more or less, of land located southeast of Cuatro Vientos Road and Sierra Vista Boulevard; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of B-3 (Community Business District) for the subject tract, as described by metes and bounds in the attached Exhibit “A.”

The Planning and Zoning Commission recommended approval of the proposed annexation and denial of the originally requested B-4 (Highway Commercial District) zoning, and instead recommended B-3 (Community Business District). The petitioner has since amended the request from B-4 to B-3.

Staff supports the proposed annexation and does not support the originally requested B-4 (Highway Commercial District) zoning. Staff supports the amended request for a B-3 (Community Business District) initial zoning designation.

AN-001-2026
District 1 - Cm. Gilbert Gonzalez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Pursuant to Section 43.0673 of the Texas Local Government Code, a public hearing before the City Council is required for the proposed annexation. Following the public hearing scheduled on May 18, 2026, the petition will return to the City Council for the introduction of an annexation ordinance scheduled for June 15, 2026.

PROPERTY INFORMATION:
Annexation Type: Voluntary annexation
Petitioner: Javier De Anda, on behalf of NDAS Development, LLC

Tract: Approximately 23.942 acre, more or less
Location: Southeast of Cuatro Vientos Road and Sierra Vista Boulevard
Site Condition: Vacant and undeveloped
Council District: District 1 - Cm. Gilbert Gonzalez
Proposed Use: B-3 (Community Business District), as amended by the petitioner

SURROUNDING LAND USES:
To the north and east is vacant, undeveloped land. To the southeast is an existing AEP Texas Central substation. To the west is vacant, undeveloped land and Cuatro Vientos Road.

COMPREHENSIVE PLAN:
The Future Land Use Map identifies this tract as Neighborhood Mixed Use.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

TRANSPORTATION PLAN:
The Future Transportation Plan identifies Cuatro Vientos as an expressway.
https://www.cityoflaredo.com/home/showpublisheddocument/21421/638941324987500000

PUBLIC NOTIFICATION:
Letters sent to surrounding property owners: (7) In Favor: (0) Opposed: (0)

STAFF COMMENTS:
Property owners have 180 days following the effective date of an annexation to request a zone change without a fee charged.

COMMITTEE RECOMMENDATION
The petition for annexation was considered by the Planning and Zoning Commission on April 16, 2026.

The P&Z Commission, by a 6 to 0 vote, recommended approval of the annexation and denial of the initially requested B-4 (Highway Commercial District), and instead recommended B-3 (Community Business District).

NOTE: The petitioner has since amended the request from B-4 (Highway Commercial District) to B-3 (Community Business District) initial zoning designation.

STAFF RECOMMENDATION
Staff supports the proposed annexation.

Staff does not support the originally requested B-4 (Highway Business District) zoning. Staff supports the amended request for a B-3 (Community Business District) initial zoning designation. While the subject tract is part of a parent tract that includes an existing B-4 zoning and is located near a major roadway corridor (Cuatro Vientos Road), the Comprehensive Plan designates the area as Neighborhood Mixed Use, for which B-3 is the most consistent zoning classification.

In addition, the subject tract is adjacent to a residential development (Vista Verde Subdivision) to the south, which is currently undergoing the platting process and is zoned R-1A (Single-Family Reduced Area District). To the east is undeveloped land also zoned R-1A, indicating future residential growth. Given this context, a lower-intensity commercial designation such as B-3 is more appropriate to ensure compatibility and provide an appropriate transition, particularly given the size of the subject tract (approximately 23.942 acres), which supports a more balanced distribution of commercial intensity.

In addition, although the subject tract does not appear to have direct street connectivity to adjacent residential area to the east as it is currently undeveloped, long-term development patterns and potential future connections should still be considered. Overall, B-3 maintains consistency with the Comprehensive Plan and promotes compatibility with surrounding and future land uses.

IMPACT ANALYSIS
B-3 (Community Business District):
The purpose of the B-3 (community business district) is to provide for those businesses and services serving a trade area larger than a neighborhood, but smaller than the entire City and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land pattern?
No. The subject tract is a part of a parent tract already zoned B-4 (Highway Commercial District) and is located along a major commercial corridor (Cuatro Vientos Road). The amended B-3 zoning request represents a reduction in intensity while remaining consistent with the commercial character of the area.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The amended request for B-3 (Community Business District) zoning does not create an isolated zoning district. Instead, it provides a transitional zoning classification between higher-intensity commercial uses permitted under B-4 (Highway Commercial District) to the west and residential R-1A (Single-Family Reduced Area District) to the east.

Will this change adversely influence living condition in the neighborhood?
No. The originally requested B-4 (Highway Commercial District) zoning was anticipated to have a negative impact on surrounding and future residential development due to its higher-intensity uses. However, the amended request for B-3 (Community Business District) reduces potential impacts and is more compatible with adjacent and planned residential developments in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

TRACT 1 **NDAS DEVELOPMENT TRACT** **23.942 ACRES**

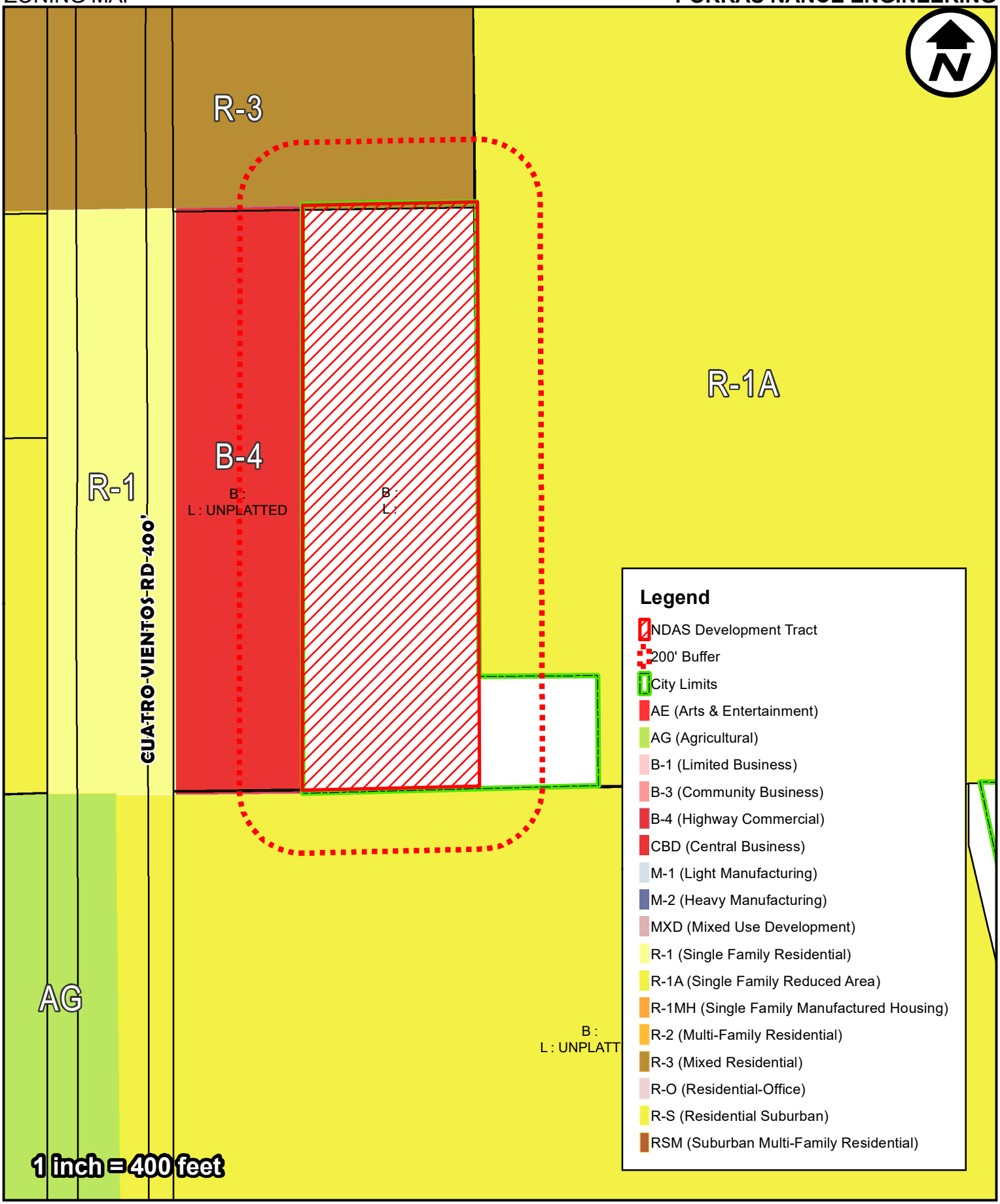
AERIAL MAP **PORRAS NANCE ENGINEERING**

City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 1 **NDAS DEVELOPMENT TRACT** **23.942 ACRES**

ZONING MAP **PORRAS NANCE ENGINEERING**

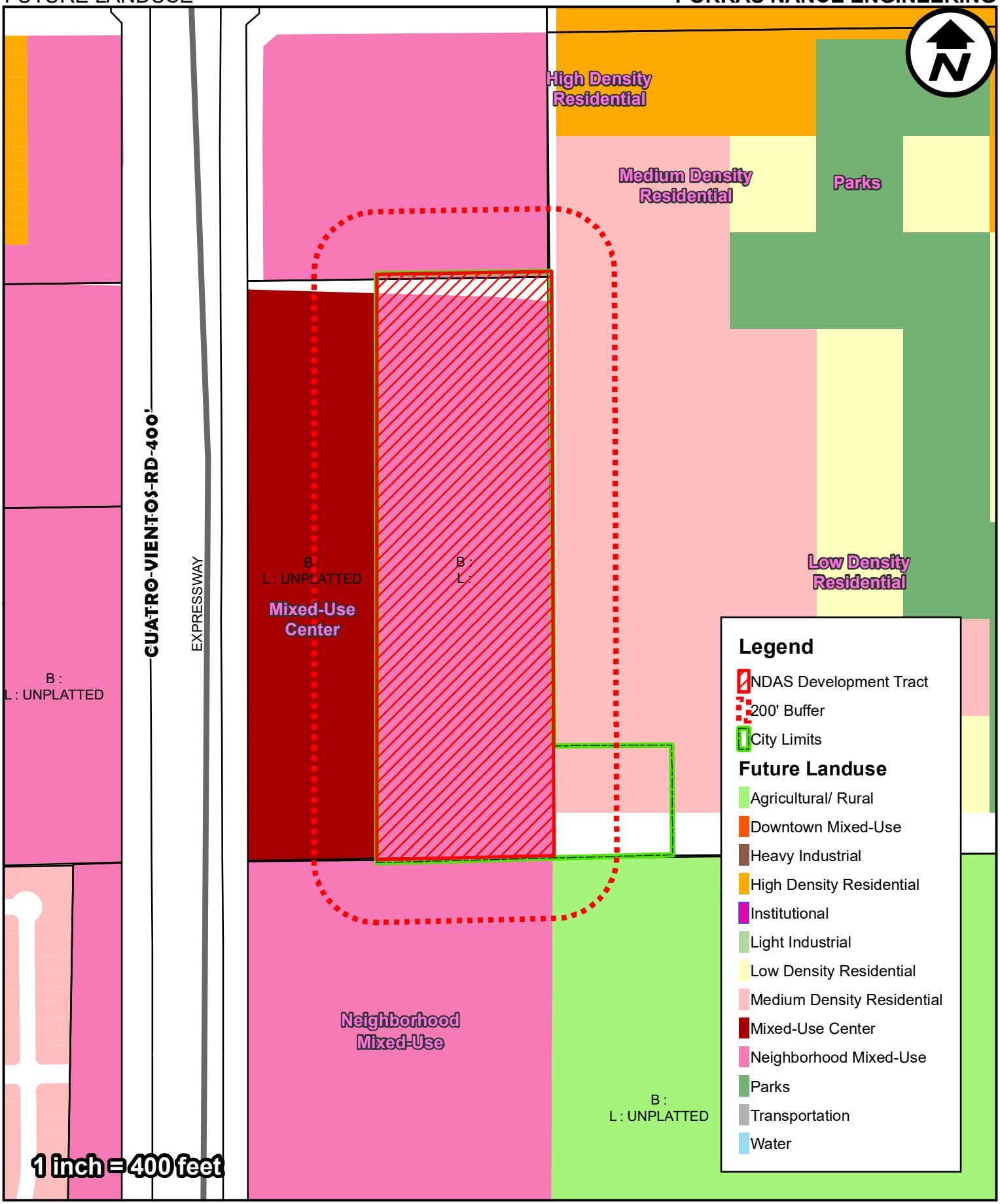


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 1 **NDAS DEVELOPMENT TRACT** **23.942 ACRES**

FUTURE LANDUSE **PORRAS NANCE ENGINEERING**



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

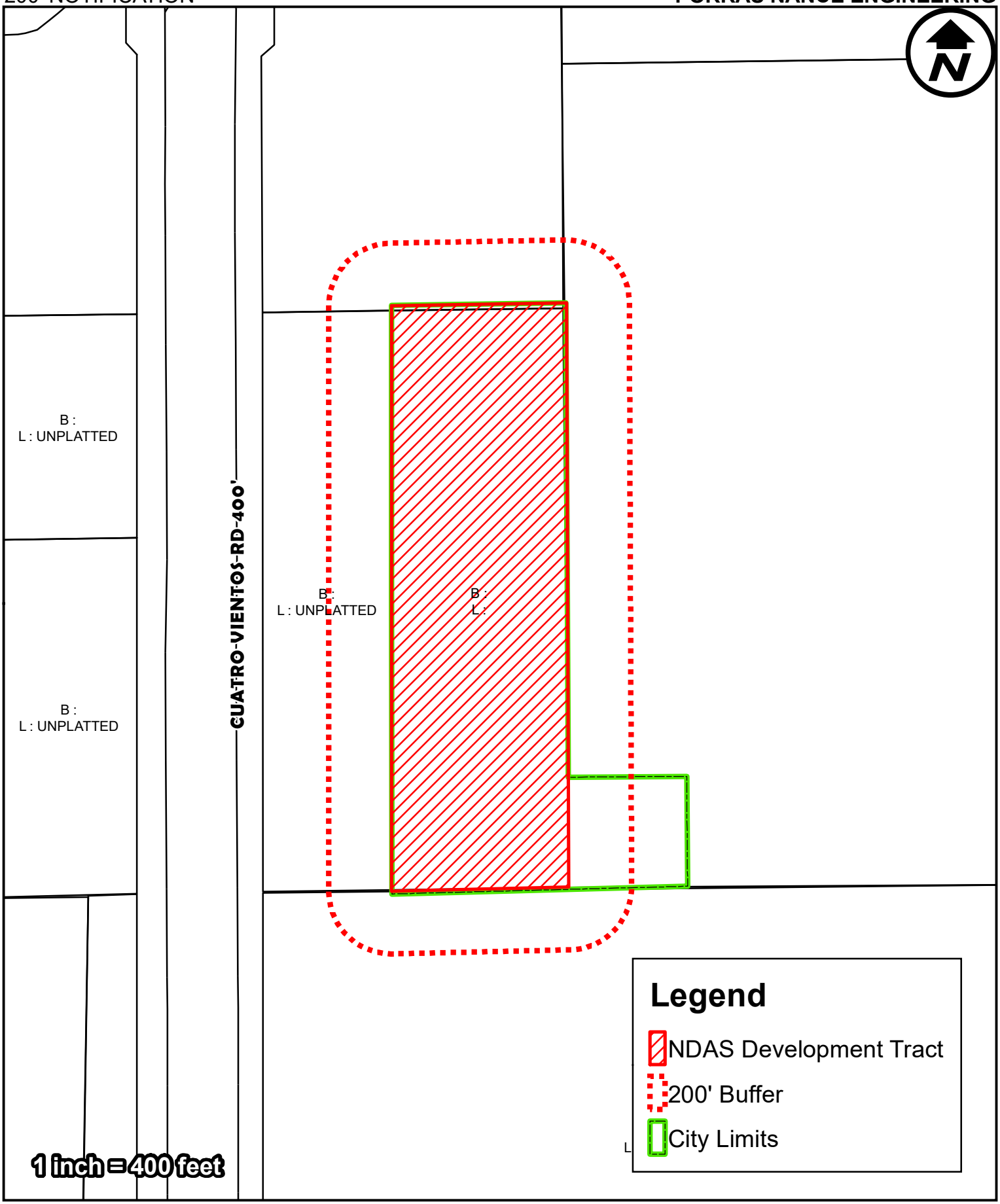
TRACT 1

NDAS DEVELOPMENT TRACT

23.942 ACRES

200' NOTIFICATION

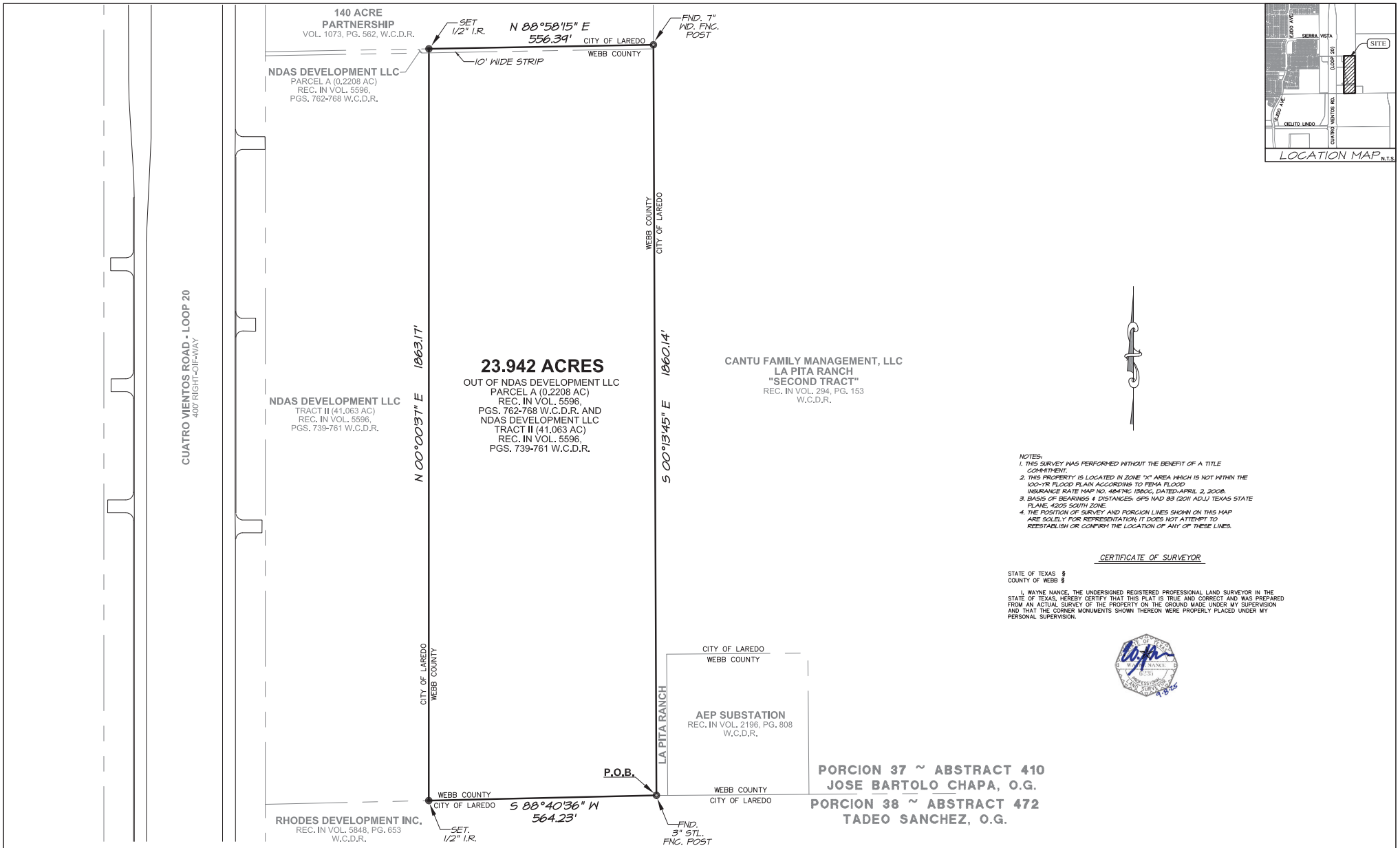
PORRAS NANCE ENGINEERING



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

EXHIBIT A



NOTES:
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C 0180C, DATED APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ.) TEXAS STATE PLANE, 4205 SOUTH ZONE.
4. THE POSITION OF SURVEY AND PORCION LINES SHOWN ON THIS MAP ARE SOLELY FOR REPRESENTATION, IT DOES NOT ATTEMPT TO REESTABLISH OR CONFIRM THE LOCATION OF ANY OF THESE LINES.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF WEBB §

I, WAYNE NANCE, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

4-9-25

GRAPHIC SCALE IN FEET
25 0 50 100 200

DATE :
REVISIONS ;

VERICAL SCALE : ---
HORIZONTAL SCALE: 1"=100'
DRAWN : D.M.
CHECKED : W.N.
APPROVED : W.N.
FIELD BOOK : ---

LEGEND:
R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
W.C.P.R. WEBB COUNTY PLAT RECORDS
W.C.D.R. WEBB COUNTY DEED RECORDS
B.S. BUILDING SETBACK
U.E. UTILITY EASEMENT
U.A.E. UTILITY & ACCESS EASEMENT
S.D.E. SPECIAL DRAINAGE EASEMENT
D.E. DRAINAGE EASEMENT

PORRAS NANCE ENGINEERING
304 E. CALTON
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

OWNER:
NDAS DEVELOPMENT, LLC
2801 MONTGOMERY STREET
LAREDO, TEXAS 78040
(956) 722-8021

ENGINEER/SURVEYOR:
PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
(956) 724-3097 PH
(956) 724-9208 FX

PROJECT DATA:
ACRES :
LOTS :
R.O.W. :
B/B :

PLAT OF: **2025 ANNEXATION BOUNDARY SURVEY**
23.942 ACRE TRACT
OUT OF NDAS DEVELOPMENT LLC, PARCEL A (0.2208 AC), REC. IN VOL. 5596, PGS. 762-768 W.C.D.R. & NDAS DEVELOPMENT LLC, TRACT II (41.063 AC), REC. IN VOL. 5596, PGS. 739-761, W.C.D.R.
PORCION 37, ABSTRACT 410, JOSE BARTOLO CHAPA, O.G.
WEBB COUNTY, TEXAS

SHEET: 1 of 1

EXHIBIT A

23.942 ACRE TRACT

Out of NDAS DEVELOPMENT LLC, Parcel A (0.2208 AC)
Recorded in Volume 5596, Pages 762-768, Deed Records of Webb County, Texas
NDAS DEVELOPMENT LLC, Tract II (41.063 AC)
Recorded in Volume 5596, Pages 739-761, Deed Records of Webb County, Texas
Within the limits of the
Webb County, Texas

Being a tract of land found to contain 23.942 acres, more or less, situated in Porcion 37, Abstract 410, Jose Bartolo Chapa, Original Grantee within Webb County, Texas, being out of NDAS DEVELOPMENT LLC, Parcel A (0.2208 AC), recorded in Volume 5596, Pages 762-768, Deed Records of Webb County, Texas, and NDAS DEVELOPMENT LLC, Tract II (41.063 AC), recorded in Volume 5596, Pages 739-761, Deed Records of Webb County, Texas; this tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3" steel fence corner post found on the south line of Porcion 37 and North line of Porcion 38, at the centerline of a North-South section of the abandoned La Pita-Mangana Road for the southwest corner of the La Pita Ranch, 1077.9 Acre "Second Tract", recorded in Volume 294, Page 153, Webb County Deed Records, the southeast corner of said NDAS Tract II, the southeast corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 88°40'36" West, 564.23 Feet, along the south boundary line of said NDAS, Tract II, to a ½" iron set for the southwest corner of this tract;

THENCE North 00°00'37" East, at 1853.17 Feet passing the north boundary line of said NDAS Tract II, continuing for a total distance of 1863.17 Feet, to a ½" iron rod set in in the north boundary line of said NDAS Parcel A, the south boundary line of the 140 Acre Partnership Tract, recorded in Volume 1073, Page 562, Webb County Deed Records, and the northwest corner of this tract

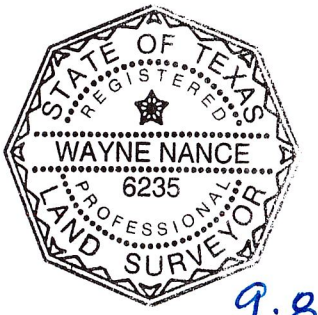
THENCE North 88°58'15" East, 556.39 Feet, along the common boundary line of said NDAS Parcel A and said 140 Acre Partnership, to a 7" wooden fence post found on the west boundary line of said La Pita Ranch for the northeast corner of said NDAS Parcel A and the northeast corner of this tract;

THENCE South 00°13'45" East, at 10.00 Feet passing the northeast corner of said NDAS Tract II, continuing for a total distance of 1860.14 Feet, along the west boundary line of said La Pita Ranch, to a 3" steel fence corner post found for the southwest corner of same La Pita Ranch, the southeast corner of the herein described tract and the **POINT OF BEGINNING.**

Basis of Bearings and Distances:
GPS NAD 83 (2011 Adj.), Texas State Plane, 4205 South Zone

EXHIBIT A

I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available, without the benefit of a complete title examination report.



9.8.25

Witness my Hand and Seal

Wayne Nance, R.P.L.S

SURVEY CLOSURE – NDAS EAST ANNEXATION

North: 17049008.17' East: 676471.78'

Course: S88° 40' 36"W Length: 564.23'
North: 17048995.14' East: 675907.70'

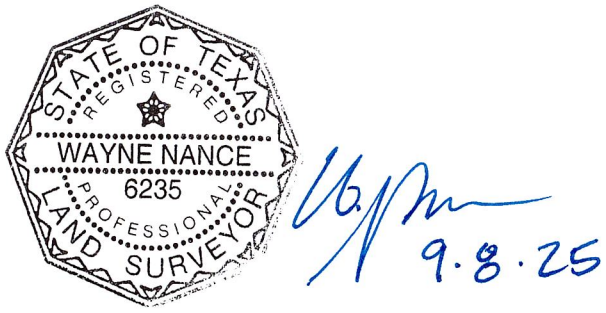
Course: N00° 00' 37"E Length: 1863.17'
North: 17050858.31' East: 675908.03'

Course: N88° 58' 15"E Length: 556.39'
North: 17050868.31' East: 676464.33'

Course: S00° 13' 45"E Length: 1860.14'
North: 17049008.18' East: 676471.77'

Perimeter: 4843.94' Area: 1042922.58 Sq. Ft. 23.9422 ACRES
Error Closure: 0.01 Course: N32° 56' 00"W
Error North: 0.008 East: -0.005
Precision 1: 484393.00

Basis of Bearings and Distances: GPS NAD 83, (2011 Adj) Texas State Plane, 4205 South Zone.



FEASABILITY STUDY

TRACT 1: NDAS Development Tract **Acres**: 23.94

APPLICANT: Javier De Anda - NDAS Development, LLC
LOCATION: Southeast of Cuatro Vientos and Sierra Vista
PROPOSED DEVELOPMENT: Commercial **Proposed Take Down**: 2026

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Build-out
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	**$126,975.33**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**	**$7,731,995.64**
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	$642.61	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86	$39,130.86
Garbage Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Stormwater Fees	$0.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00
TOTAL	**$642.61**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**	**$39,406.86**
**Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.*											
GENERAL FUND EXPENDITURES (data based on per capita cost; cost data not available for commercial properties)											
Police	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72
Fire & EMS	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09
Sanitation/Street Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**
REVENUES - EXPENDITURES	-$1,174.21	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04	$37,590.04
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	$0.00	$821.68	$838.12	$854.88	$871.98	$889.41	$907.20	$925.35	$943.85	$962.73	$962.73
Wastewater System	$0.00	$621.01	$633.43	$646.10	$659.02	$672.20	$685.65	$699.36	$713.35	$727.61	$727.61
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	$0.00	$791.40	$807.23	$823.37	$839.84	$856.64	$873.77	$891.24	$909.07	$927.25	$927.25
Wastewater System	$0.00	$595.56	$607.47	$619.62	$632.01	$644.65	$657.55	$670.70	$684.11	$697.79	$697.79
SYSTEM PROFIT/ (LOSS)	**$0.00**	**$55.73**	**$56.85**	**$57.99**	**$59.15**	**$60.33**	**$61.53**	**$62.77**	**$64.02**	**$65.30**	**$65.30**

Additional revenues (at proposed rates):	$46,534	for water treatment capacity
	$46,534	for wastewater treatment capacity

RECOMMENDATION: APPROVAL

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 1
NDAS DEVELOPMENT TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Javier De Anda, on behalf of NDAS Development, LLC, has filed a voluntary petition with the City of Laredo for the annexation of 23.942 acres, more or less, tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and NDAS Development, LLC, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 23.942 acres tract of land, more or less, belonging to NDAS Development, LLC.

SERVICE PLAN

A petition for annexation from DNAS Development, LLC, was received for property designated as "Tract 1 (DNAS Development Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 18, 2026. Public notice of the hearings was provided on May 2, 2026, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 8.8 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,298.70/lot (135 gpcd X 3.7 person/lot X $2.60/gal)
Lots over 10,000 sq.ft.	$1,943.59/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,295.66/lot
Lots 1 acre and Fraction:	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,205.20/lot (100 gpcd X 3.7 person/lot X $5.96/gal)
Lots over 10,000 sq.ft.	$2,591.48/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,593.00/acre (15 people/ac. X 18 gallons/person/day X $5.90 gallon=$1,593.00)
More than 5.01 acres	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long-Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2026.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

NDAS Development, LLC

By: _____
Javier De Anda

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2026 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2026 by Javier De Anda, on behalf of NDAS Development, LLC.

_____
Notary Public, State of Texas

ORDINANCE NO. 2026-O-XX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF APPROXIMATELY 23.942 ACRES, MORE OR LESS, TRACT OF LAND, LOCATED SOUTHEAST OF CUATRO VIENTOS AND SIERRA VISTA BOULEVARD; PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY; AND ESTABLISHING THE INITIAL ZONING OF B-3 (COMMUNITY BUSINESS DISTRICT) FOR THE SUBJECT TRACT, AS DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A."

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 23.942 acres lying adjacent to

and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as per the attached survey and metes and bounds, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as B-3 (Community Business District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing 30.**

SUBJECT
Public hearing and discussion of an ordinance concerning a voluntary annexation request by Lucia Elizondo Paez, on behalf of All Carriers, Inc., altering and extending the boundary limits of the City of Laredo by annexing approximately 8.42-acres, more or less, tract of land located south of FM 1472 and west of Ben-Hur Ranch Road; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit “A.”

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-002-2026
District 7 - Cm. Vanessa Perez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Pursuant to Section 43.0673 of the Texas Local Government Code, a public hearing before the City Council is required for the proposed annexation. Following the public hearing scheduled on May 18, 2026, the petition will return to the City Council for the introduction of an annexation ordinance scheduled for June 15, 2026.

PROPERTY INFORMATION:
Annexation Type: Voluntary annexation
Petitioner: Lucia Elizondo Paez, on behalf of All Carriers, Inc.

Tract: Approximately 8.42 acres, more or less
Location: South of FM 1472 and west of Ben-Hur Ranch Road
Site: Vacant and undeveloped
Council District: District 7 - Cm. Vanessa Perez
Proposed Use: M-1 (Light Manufacturing District)

SURROUNDING LAND USES:
To the west are existing trailer yards. To the north and across FM 1472 are existing trailer yards within the Ashley Acres Development. To the southeast is an existing aggregate extraction facility.

COMPREHENSIVE PLAN:
The Future Land Use Map identifies this tract as Agricultural Rural.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

TRANSPORTATION PLAN:
The Future Transportation Plan identifies FM 1472 as expressway.
https://www.cityoflaredo.com/home/showpublisheddocument/21421/638941324987500000

PUBLIC NOTIFICATION:
Letters sent to surrounding property owners: (3) In Favor: (0) Opposed: (0)

STAFF COMMENTS:
Property owners have 180 days following the effective date of an annexation to request a zone change without a fee charged.

COMMITTEE RECOMMENDATION
The petition for annexation was considered by the Planning and Zoning Commission on April 16, 2026.

The P&Z Commission, by a 6 to 0 vote, recommended approval of the proposed annexation and initial zoning of M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
Staff supports the proposed annexation.

Staff supports the initial zoning of M-1 (Light Manufacturing District). The proposed zoning is consistent with the surrounding development pattern, which includes industrial and transportation-related uses to the west, similar uses along the FM 1472 corridor, and an aggregate materials operation to the south. In addition, the subject tract is part of a larger tract (All Carriers) already zoned M-1 (Light Manufacturing District).

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments, which are clean quiet, and free of hazardous or objectionable elements, such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between industrial uses and other less intense and residential uses.

Is this change contrary to the established land pattern?
No. The surrounding area is predominately industrial in nature, including uses to the west and along the FM 1472 corridor.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The subject tract is part of a larger tract already zoned M-1 (Light Manufacturing District).

Will this change adversely influence living condition in the neighborhood?

No. There are no residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A.

Fiscal Impact

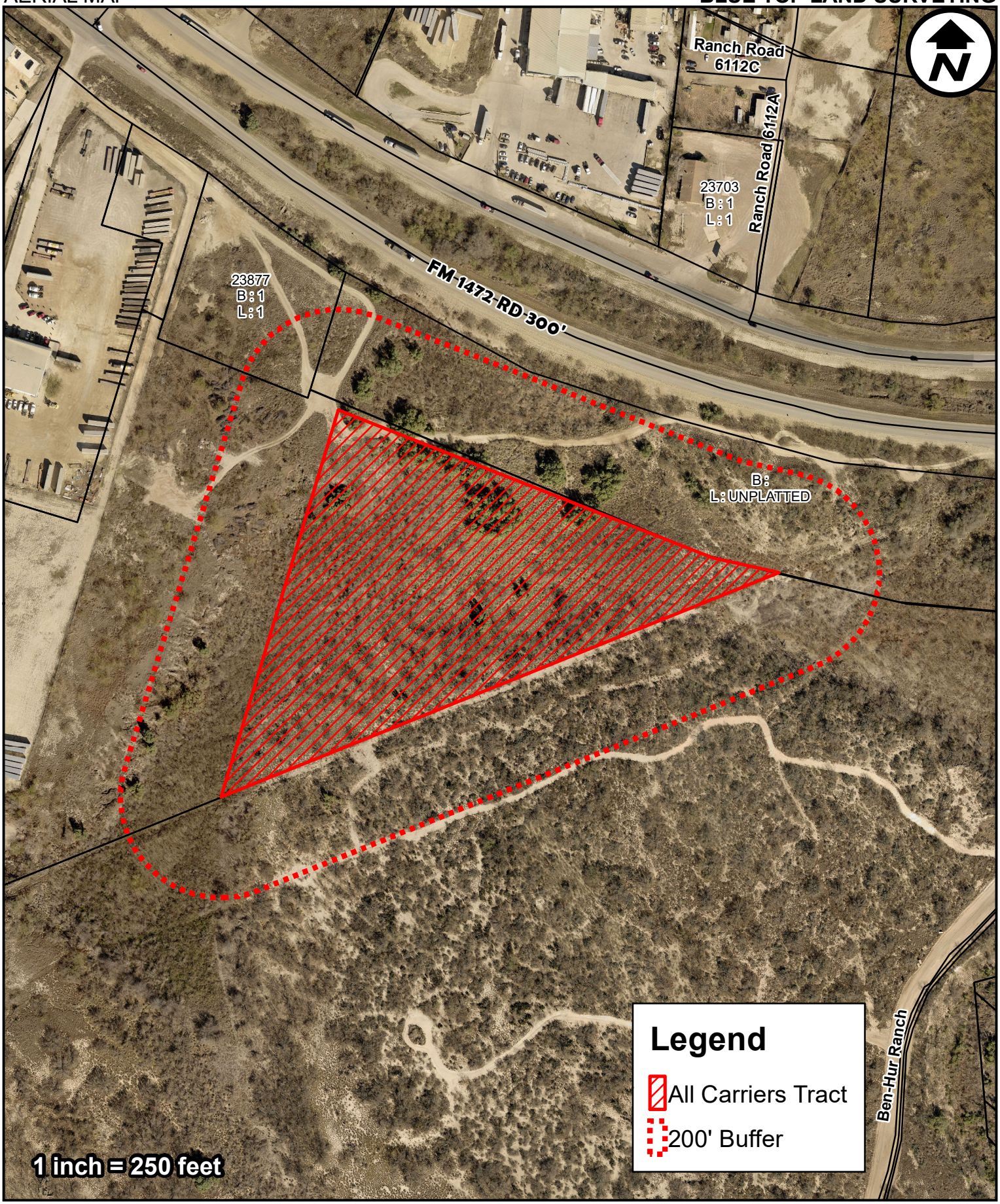
Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

TRACT 2 **ALL CARRIERS TRACT** **8.42 ACRES**

AERIAL MAP

BLUE TOP LAND SURVEYING

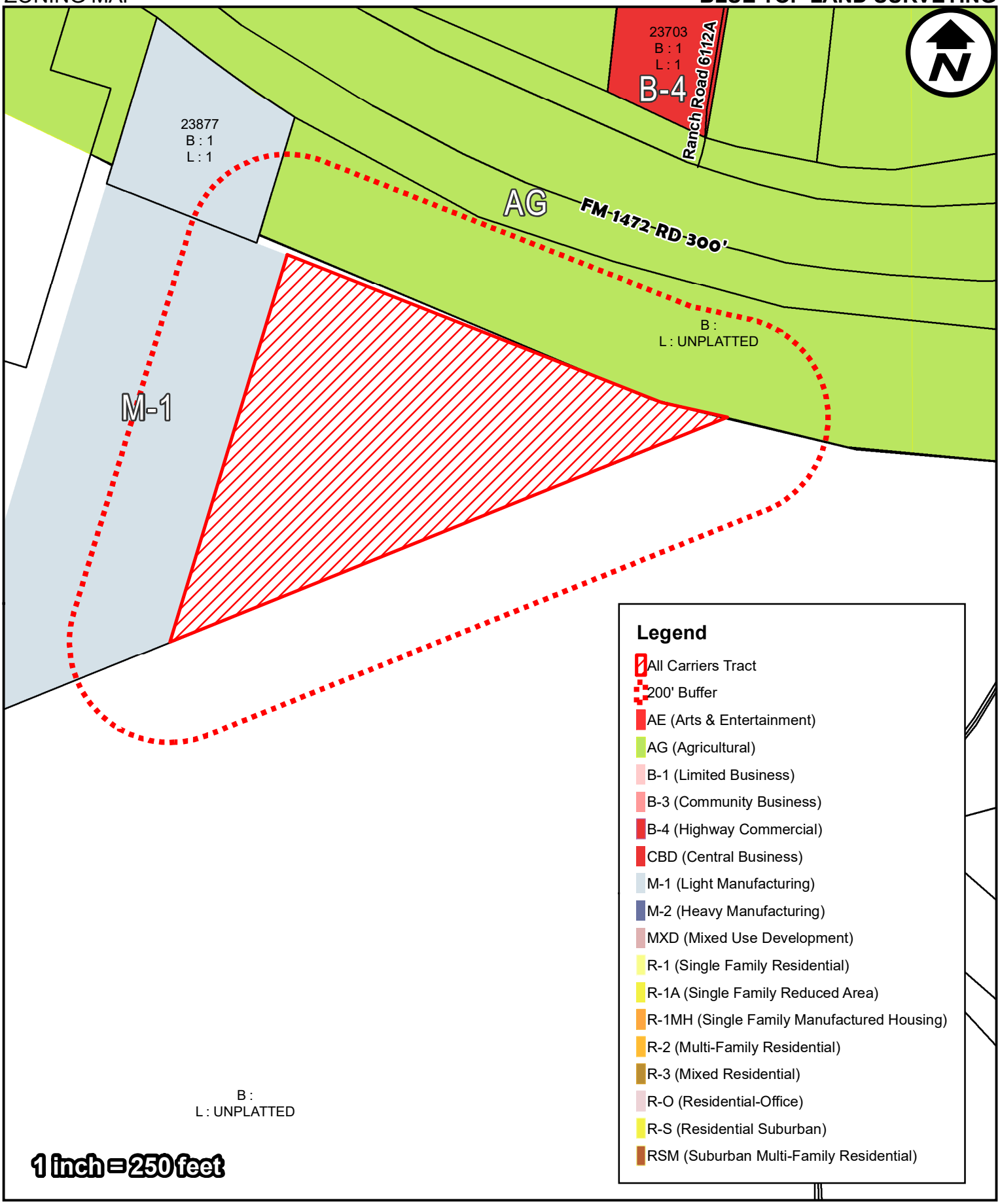


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 2 **ALL CARRIERS TRACT** **8.42 ACRES**

ZONING MAP **BLUE TOP LAND SURVEYING**

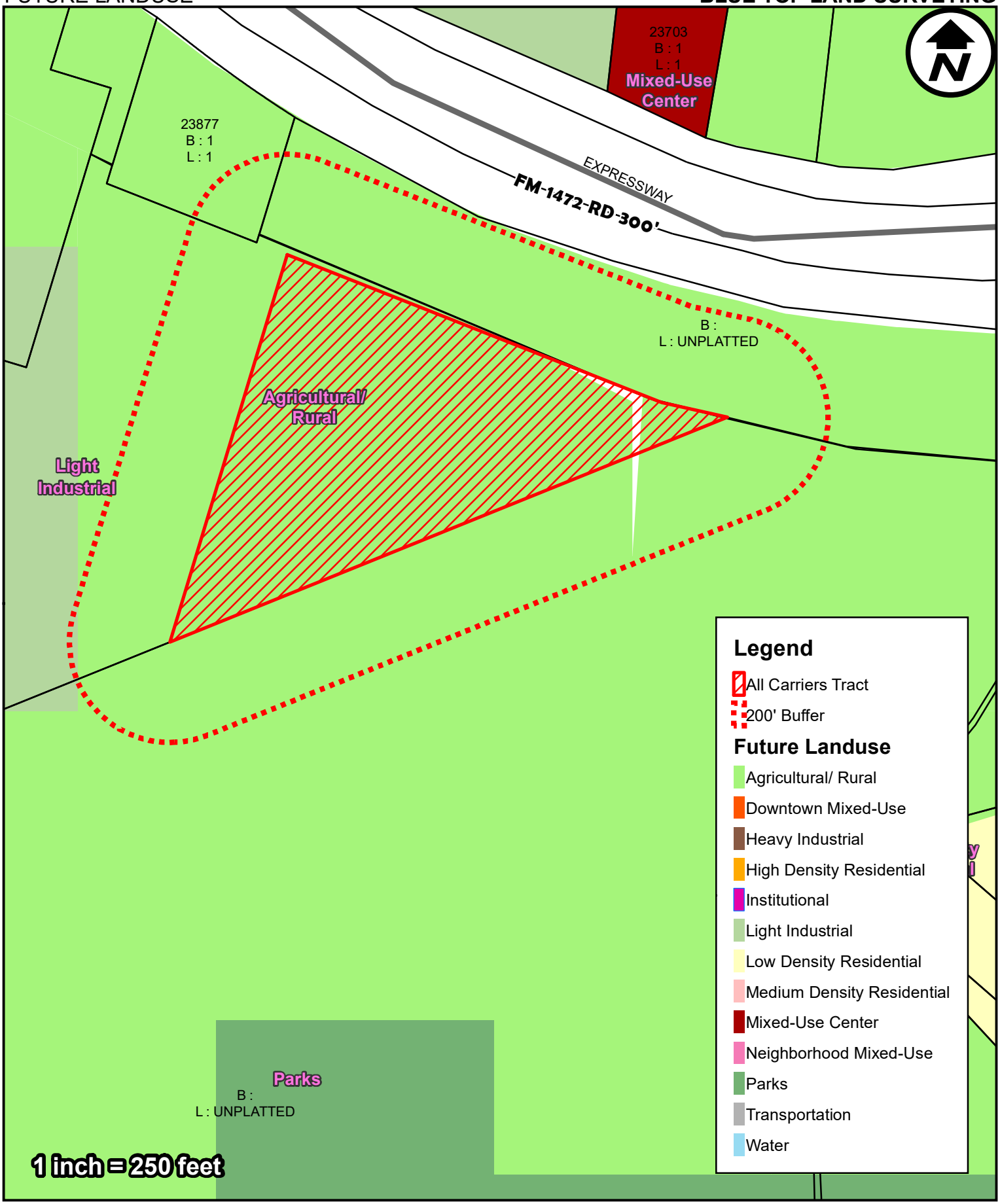


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 2 **ALL CARRIERS TRACT** **8.42 ACRES**

FUTURE LANDUSE **BLUE TOP LAND SURVEYING**

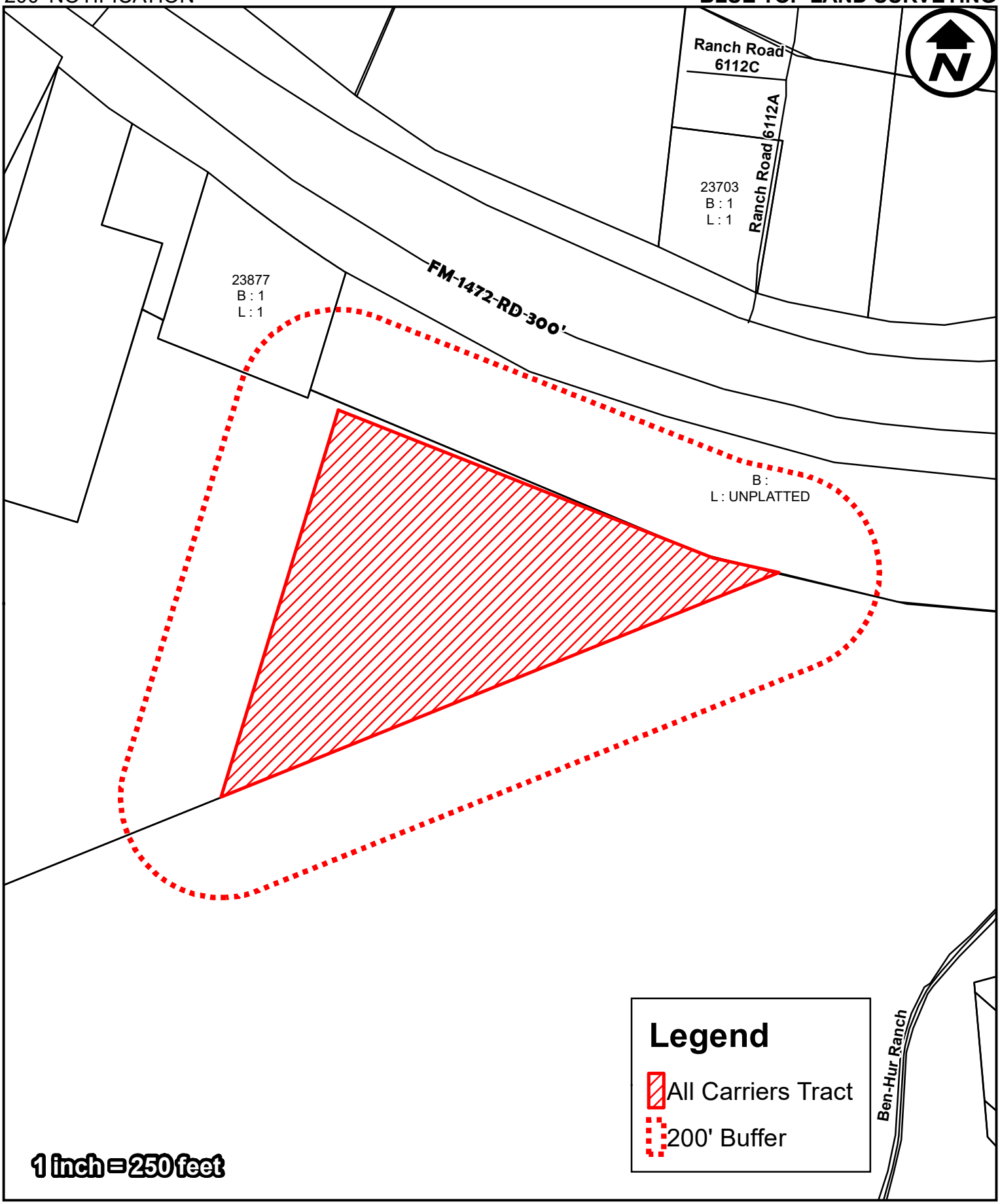


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 2 **ALL CARRIERS TRACT** **8.42 ACRES**

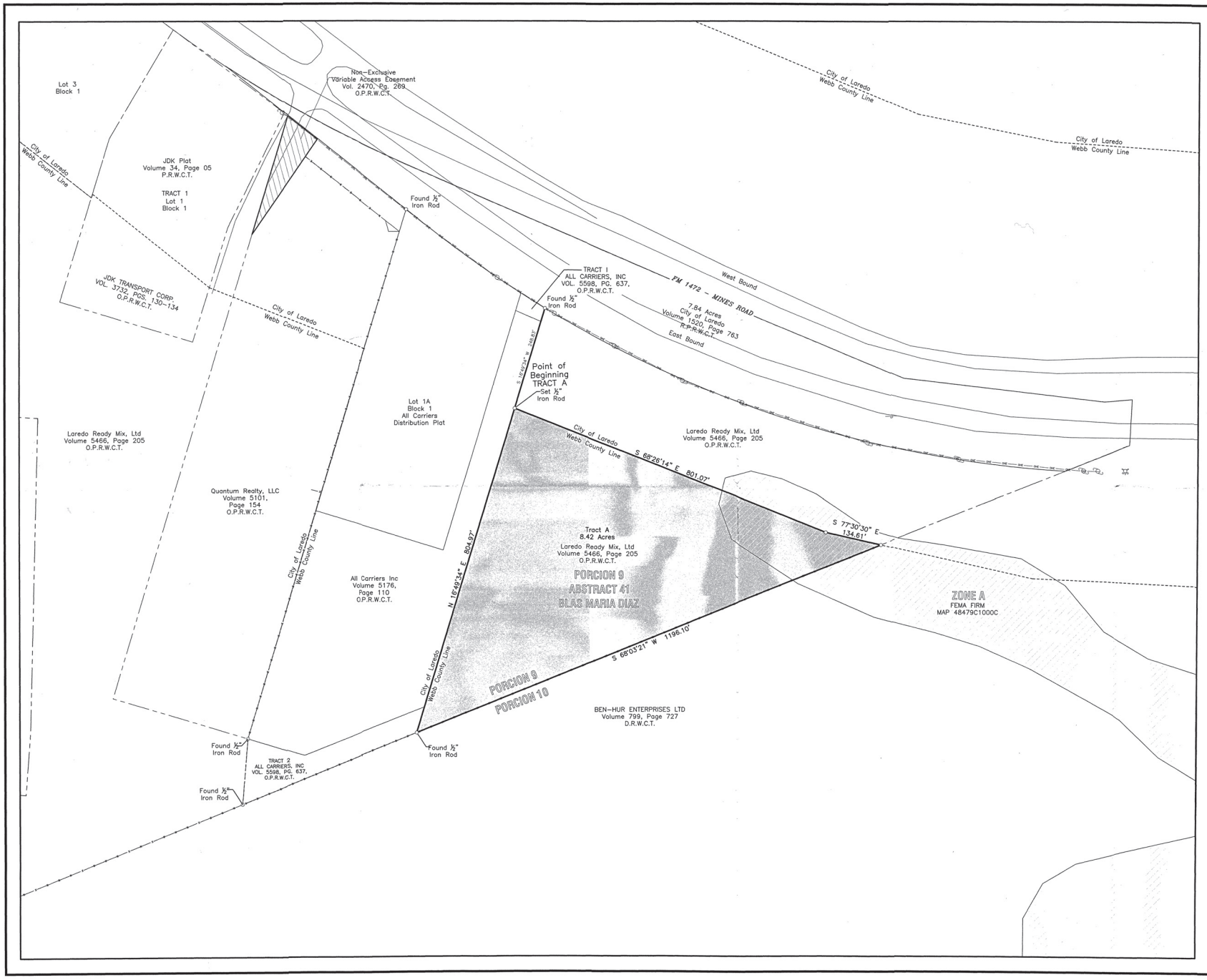
200' NOTIFICATION **BLUE TOP LAND SURVEYING**

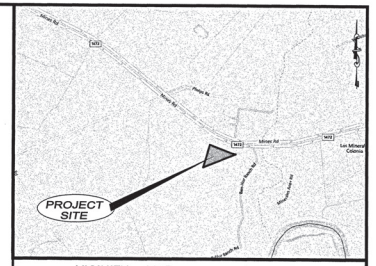


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

EXHIBIT A





VICINITY MAP SCALE: 1" = 2000'

SCALE:1" = 100'

GRAPHIC SCALE
50 0 50 100 200
(IN FEET)
1 inch = 100 ft.

BASIS OF BEARINGS:
G.P.S., TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE 4205, NAD83, USFT. VERTICAL DATUM: NAVD88, USFT.

SURVEYORS NOTE:
1. THIS SURVEY DID NOT REQUIRE NOR DID IT INCLUDE ANY RESEARCH AND INVESTIGATION OF SERVITUDE'S OR EASEMENTS.
2. NOT ALL EASEMENTS OR UTILITIES SHOWN HERE ON.

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND
SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

12-04-25
Enrique A. Mejia III, R.P.L.S. No. 5653 DATE

Annexation Survey of
Tract A, being a 8.42 acre tract of land out of a tract of land conveyed by deed to Laredo Ready Mix recorded in Volume 5466, Page 205, Official Public Records, Webb County, Texas.

Blue Top
Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 712-2580
FIRM No: 10071800

REVISED DATE:	
DRAWN BY:	E.L.
CHECKED BY:	E.A.M.
DATE:	12-04-25
JOB No.	250163
	(Sheet 1 of 1)

FILE: 250163 annexation survey.dwg

EXHIBIT A

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 956-712-2580 fax

Field Notes of
A 8.42 acre tract of land
conveyed by deed to Laredo Ready Mix, Ltd
Situated in City of Laredo, Webb County, Texas

A 8.42 acre tract of land out of a tract of land conveyed by deed to Laredo Ready Mix, Ltd, recorded in Volume 5466, Page 205, Official Public Records, Webb County, Texas, situated in Porcion 9, Blas Maria Diaz, Abstract 41, Webb County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a ½" iron rod found at the northwest corner of a tract of land conveyed by deed to Laredo Ready Mix, Ltd, recorded in Volume 5466, Page 205, Official Public Records, Webb County, Texas, the south right of way line of FM 1472 (Mines Road), ***Thence, South 16 degrees 49 minutes 34 seconds West, 248.83 feet*** to the **Point of Beginning,** for the northwest corner of the herein described tract;

Thence, South 68 degrees 26 minutes 14 seconds East, 801.07 feet, for a point of deflection of the herein described tract;

Thence, South 77 degrees 30 minutes 30 seconds East, 134.61 feet to a point of northwesterly line of a tract conveyed to Ben-Hur Enterprises LTD, recorded in Volume 799, Page 727, Deed Records Webb County, Texas, for the northeast corner of the herein described tract;

Thence, along said Ben-Hur Tract, ***South 68 degrees 03 minutes 21 seconds West, 1196.10 feet*** to the southeast corner of a tract of land conveyed to All Carriers Inc, recorded in Volume 5176, Page 110, Official Public Records, Webb County, Texas, for the south corner of the herein described tract;

Thence, along the east line of said All Carriers Inc tract, ***North 16 degrees 49 minutes 34 seconds East, 804.97 feet***, to return and close to the **POINT OF BEGINNING** of this 8.42 Acre Tract, more or less.

Basis of Bearings:
G.P.S., Texas Coordinate System, Texas South Zone, NAD 1983

State of Texas:
County of Webb:

I, Oscar Almaguer, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual survey performed on the ground under my supervision.

R.P.L.S. No. 6886 – Texas

12-04-25
Current Date

STATE OF TEXAS
REGISTERED
ENRIQUE A MEJIA III
5653
PROFESSIONAL
LAND SURVEYOR

FEASABILITY STUDY

TRACT 2: All Carriers Tract **Acres**: 8.42

APPLICANT: Lucia Elizondo Paez - All Carriers, Inc
LOCATION: South of FM 1472 and West of Ben-Hur Ranch Road
PROPOSED DEVELOPMENT: Industrial **Proposed Take Down**: 2026

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Build-out
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42	8.42
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	**$273.78**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**	**$840,307.75**
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	$1.39	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71	$4,252.71
Garbage Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Stormwater Fees	$0.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00
TOTAL	**$1.39**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**	**$4,528.71**
**Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.*											
GENERAL FUND EXPENDITURES (data based on per capita cost; cost data not available for commercial properties											
Police	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72
Fire & EMS	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09
Sanitation/Street Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**
REVENUES - EXPENDITURES	-$1,815.43	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90	$2,711.90
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	$0.00	$821.68	$838.12	$854.88	$871.98	$889.41	$907.20	$925.35	$943.85	$962.73	$962.73
Wastewater System	$0.00	$621.01	$633.43	$646.10	$659.02	$672.20	$685.65	$699.36	$713.35	$727.61	$727.61
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	$0.00	$791.40	$807.23	$823.37	$839.84	$856.64	$873.77	$891.24	$909.07	$927.25	$927.25
Wastewater System	$0.00	$595.56	$607.47	$619.62	$632.01	$644.65	$657.55	$670.70	$684.11	$697.79	$697.79
SYSTEM PROFIT/ (LOSS)	**$0.00**	**$55.73**	**$56.85**	**$57.99**	**$59.15**	**$60.33**	**$61.53**	**$62.77**	**$64.02**	**$65.30**	**$65.30**

Additional revenues (at proposed rates):	$16,365	for water treatment capacity
	$16,365	for wastewater treatment capacity

RECOMMENDATION: APPROVAL

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 2
ALL CARRIERS TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Lucia Elizondo Paez, on behalf of All Carriers, Inc., has filed a voluntary petition with the City of Laredo for the annexation of 8.42 acres, more or less, tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and All Carriers, Inc., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 8.42 acres tract of land, more or less, belonging to All Carriers, Inc.

SERVICE PLAN

A petition for annexation from All Carriers, Inc., was received for property designated as "Tract 2 (All Carriers Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 18, 2026. Public notice of the hearings was provided on May 2, 2026, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 8.8 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,298.70/lot (135 gpcd X 3.7 person/lot X $2.60/gal)
Lots over 10,000 sq.ft.	$1,943.59/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,295.66/lot
Lots 1 acre and Fraction:	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,205.20/lot (100 gpcd X 3.7 person/lot X $5.96/gal)
Lots over 10,000 sq.ft.	$2,591.48/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,593.00/acre (15 people/ac. X 18 gallons/person/day X $5.90 gallon=$1,593.00)
More than 5.01 acres	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long-Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2026.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

All Carriers, Inc.

By: _____
Lucia Elizondo Paez

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2026 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2026 by Lucia Elizondo Paez, on behalf of All Carriers, Inc.

_____
Notary Public, State of Texas

ORDINANCE NO. 2026-O-XX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF APPROXIMATELY 8.42 ACRES OF LAND, MORE OR LESS, LOCATED SOUTH OF FM 1472 AND WEST OF BEN-HUR RANCH ROAD; PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY; AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT) FOR THE SUBJECT TRACT, AS DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A."

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 8.42 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo,

and said land be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as per the attached survey and metes and bounds, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing 31.**

SUBJECT
Public hearing and discussion of an ordinance concerning a voluntary annexation request by Luke Colbert, on behalf of ARP Laredo, LLC, altering and extending the boundary limits of the City of Laredo by annexing approximately 5.19-acres, more or less, tract of land located south of FM 1472 and north of Mercury Mine Road; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit "A."

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-003-2026
District 7 - Cm. Vanessa Perez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Pursuant to Section 43.0673 of the Texas Local Government Code, a public hearing before the City Council is required for the proposed annexation. Following the public hearing scheduled on May 18, 2026, the petition will return to the City Council for the introduction of an annexation ordinance scheduled for June 15, 2026.

PROPERTY INFORMATION:
Annexation Type: Voluntary annexation
Petitioner: Luke Colbert, on behalf of ARP Laredo, LLC.

Tract: Approximately 5.19 acres, more or less
Location: South of FM 1472 and north of Mercury Mine Road
Site: The site is part of a larger tract within the city limits that is currently operating as a trailer yard.
Council District: District 7 Cm. Vanessa Perez
Proposed Use: M-1 (Light Manufacturing District)

SURROUNDING LAND USES:
To the north, east, and west are existing trailer yard/warehousing uses, while to the south is the Pinnacle Industrial Center.

COMPREHENSIVE PLAN:
The Future Land Use Map identifies this tract as Medium Density Residential.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

TRANSPORTATION PLAN:
The Future Transportation Plan identifies FM 1472 as expressway.
https://www.cityoflaredo.com/home/showpublisheddocument/21421/638941324987500000

PUBLIC NOTIFICATION:
Letters sent to surrounding property owners: (7) In Favor: (0) Opposed: (0)

STAFF COMMENTS:
Property owners have 180 days following the effective date of an annexation to request a zone change without a fee charged.

COMMITTEE RECOMMENDATION
The petition for annexation was considered by the Planning and Zoning Commission on April 16, 2026.

The P&Z Commission, by a 7 to 0 vote, recommended approval of the proposed annexation and initial zoning of M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
Staff supports the proposed annexation.

Staff supports the initial zoning of M-1 (Light Manufacturing District). The proposed zoning is consistent with the surrounding development pattern, which includes existing trailer yard/warehousing uses to the north, east, and west, as well as the Pinnacle Industrial Center to the south. In addition, the subject tract is part of a larger tract already zoned M-1 (Light Manufacturing District) and currently operating as a trailer yard.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments, which are clean quiet, and free of hazardous or objectionable elements, such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between industrial uses and other less intense and residential uses.

Is this change contrary to the established land pattern?
No. The surrounding area is predominately industrial, including trailer yard/warehousing uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The subject tract is part of a larger tract already zoned M-1 (Light Manufacturing District).

Will this change adversely influence living condition in the neighborhood?
No. There are no established residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

Fiscal Impact

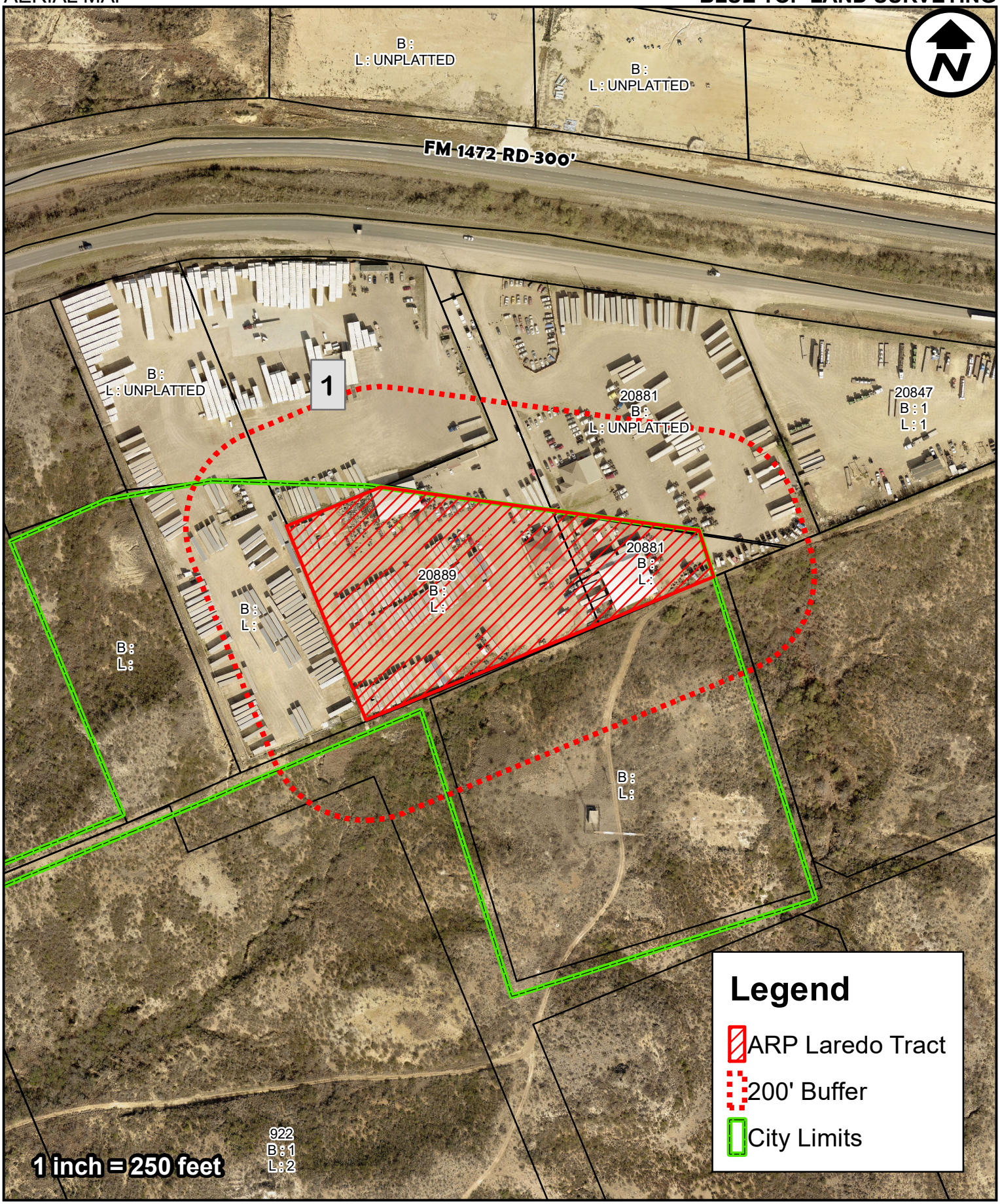
Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

TRACT 3 **ARP LAREDO TRACT** **5.19 ACRES**

AERIAL MAP

BLUE TOP LAND SURVEYING

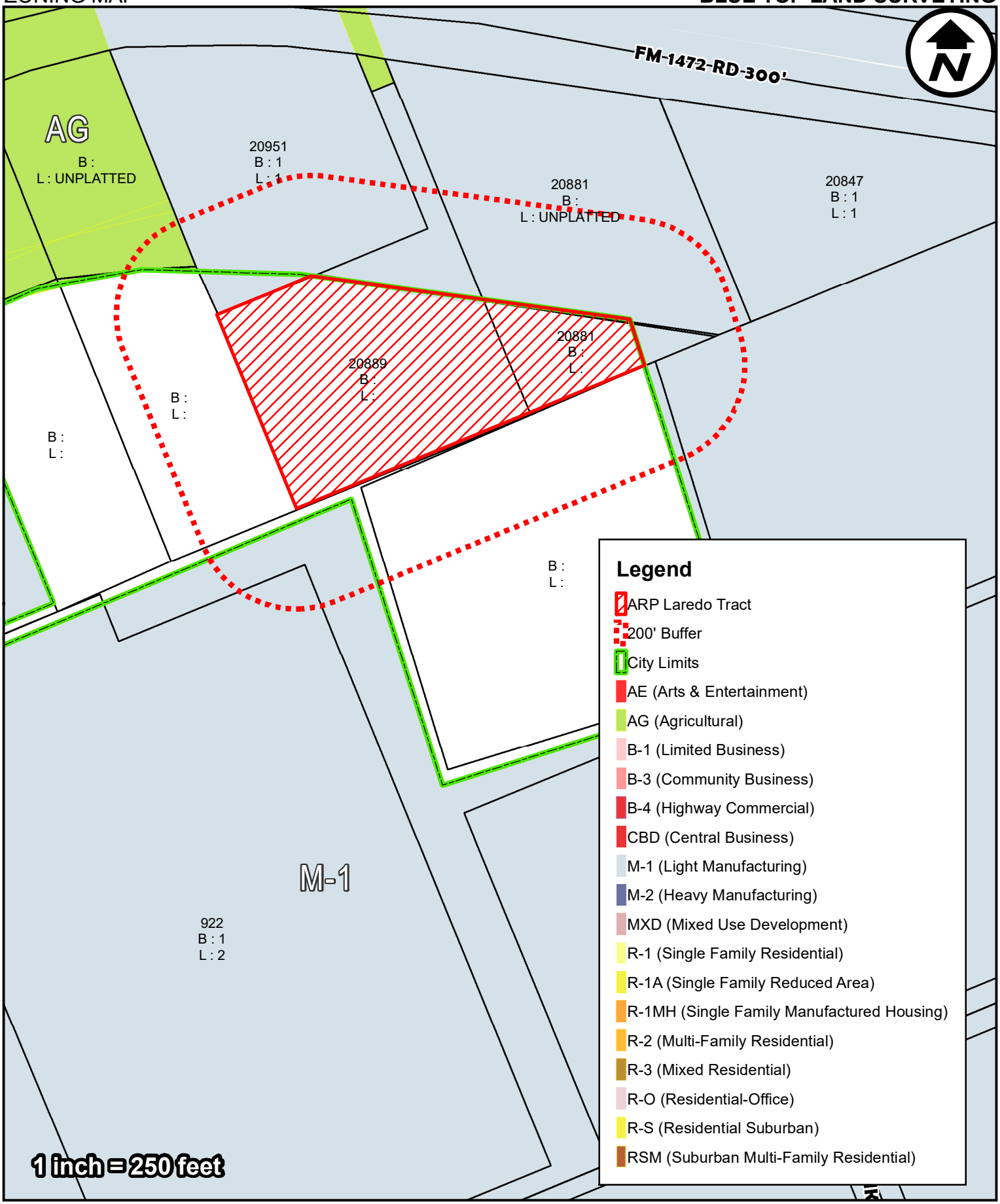


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 3 **ARP LAREDO TRACT** **5.19 ACRES**

ZONING MAP **BLUE TOP LAND SURVEYING**



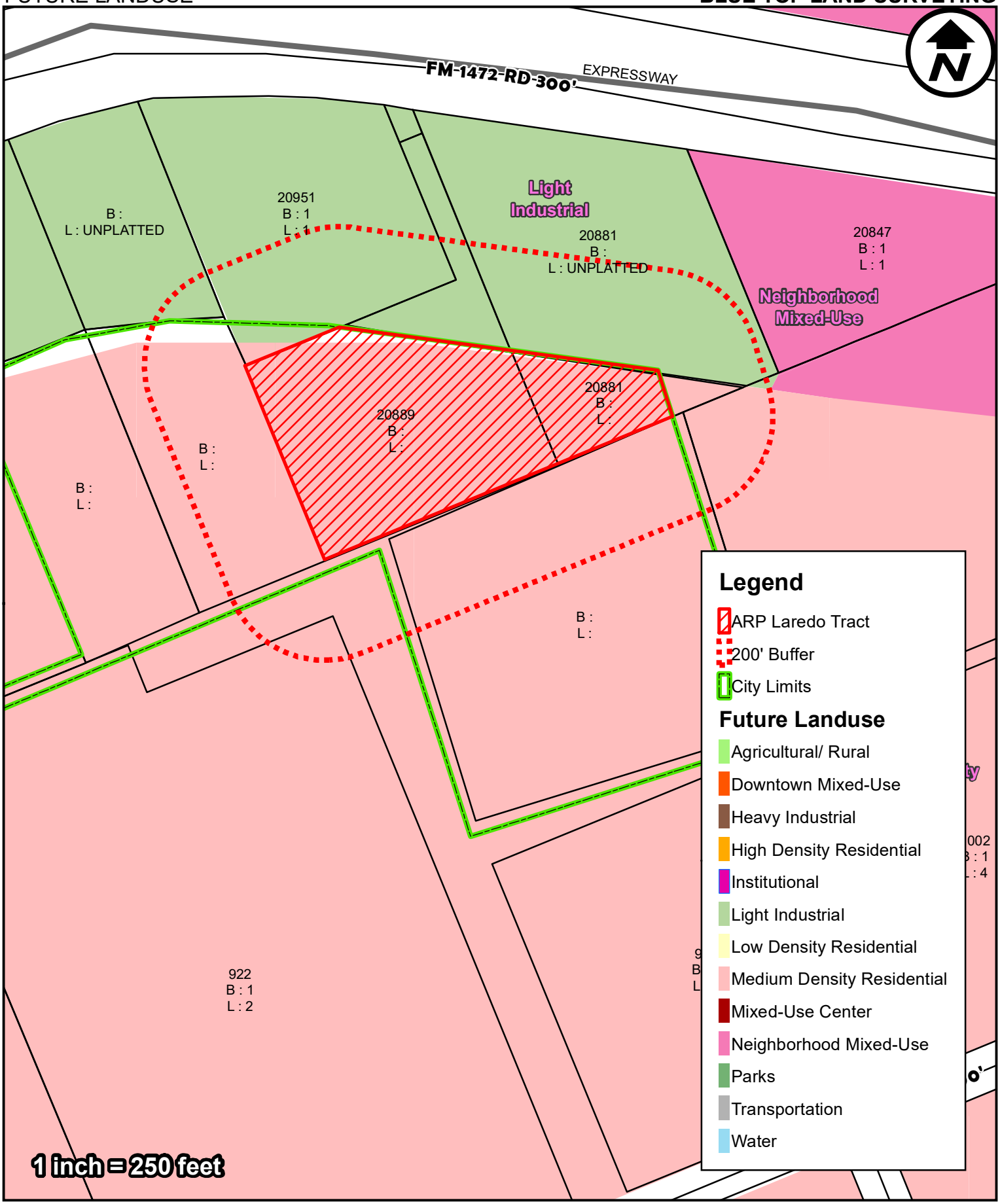
City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 3 | **ARP LAREDO TRACT** | **5.19 ACRES**

FUTURE LANDUSE

BLUE TOP LAND SURVEYING

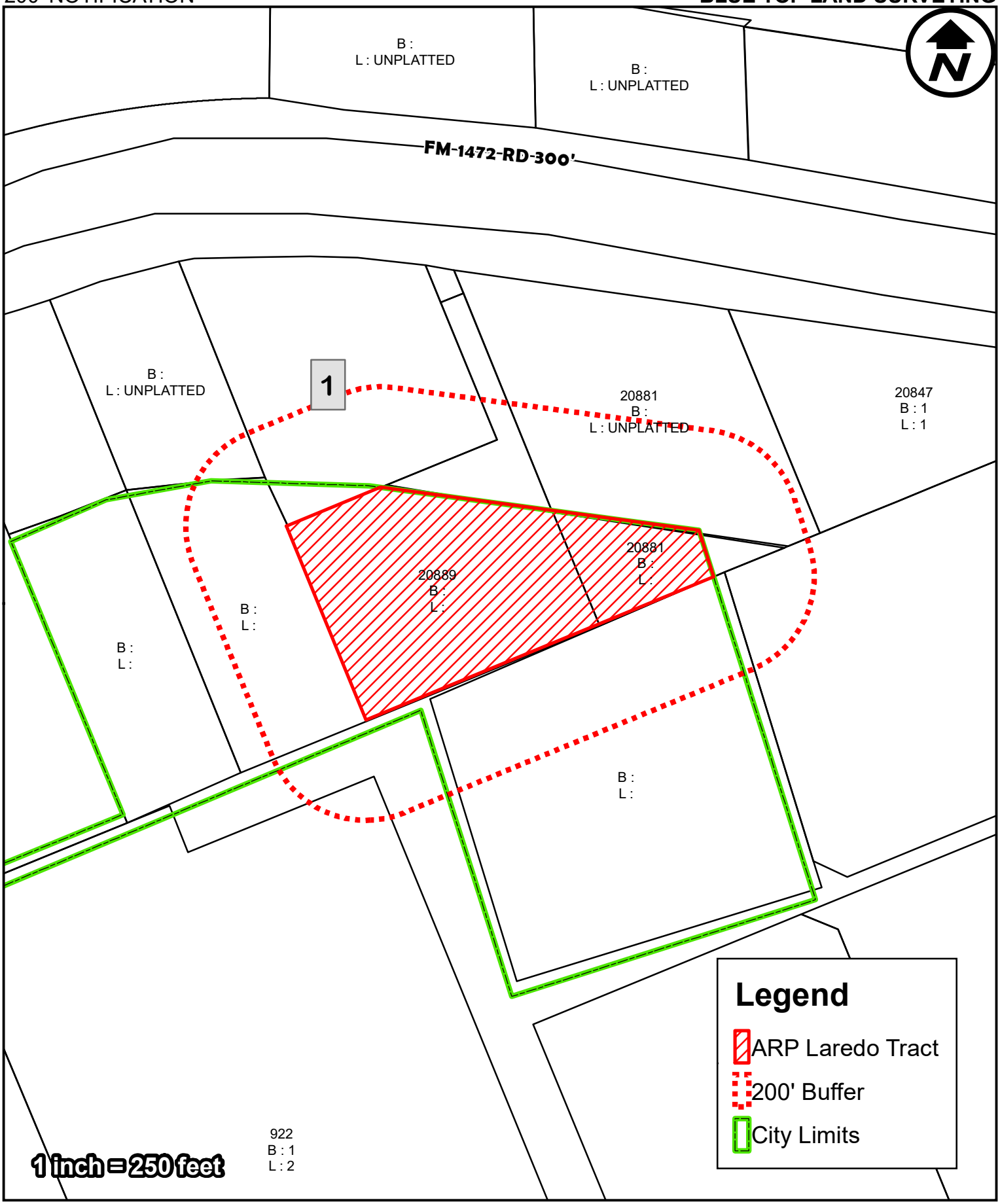


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use o this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 3 | **ARP LAREDO TRACT** | **5.19 ACRES**

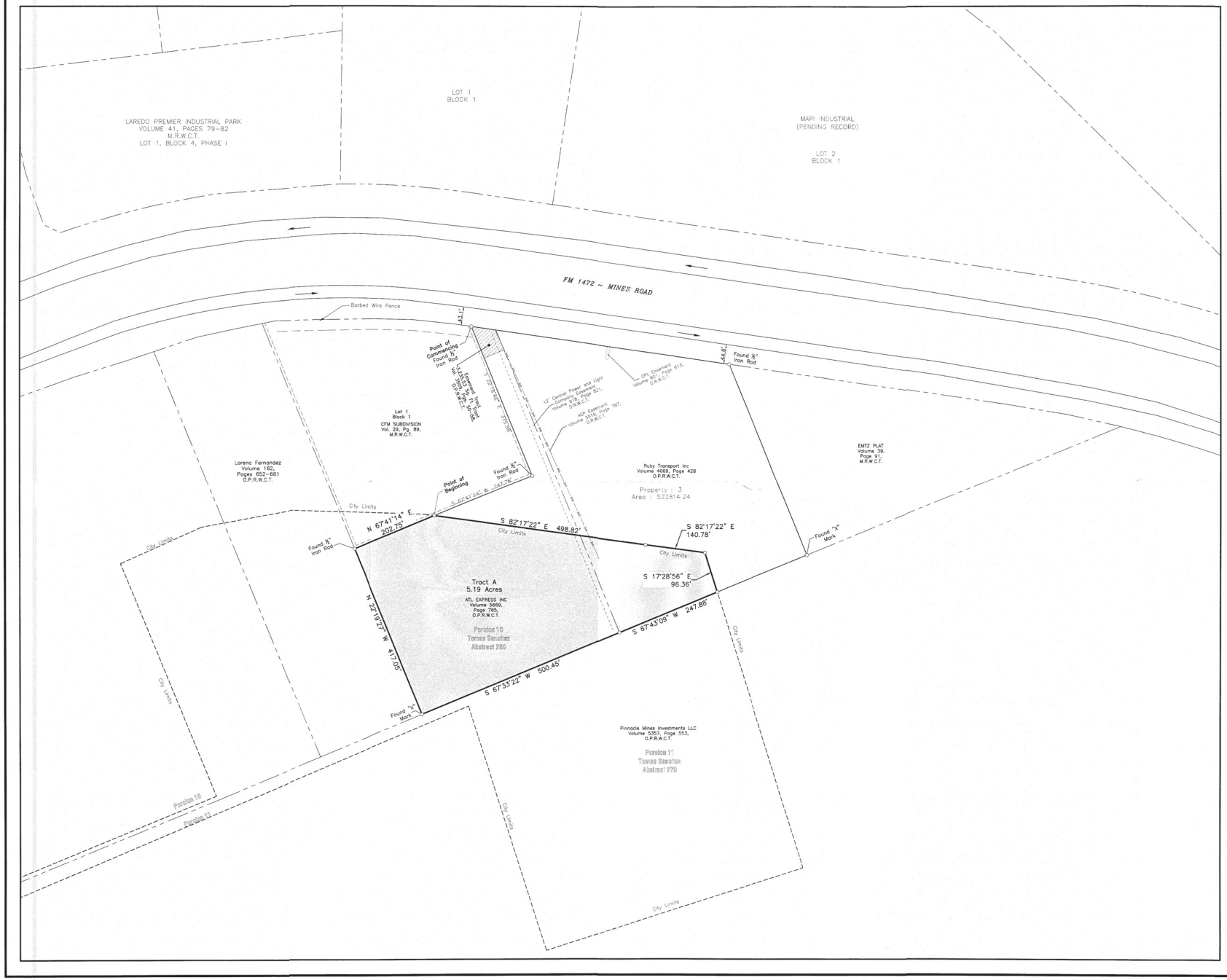
200' NOTIFICATION | **BLUE TOP LAND SURVEYING**

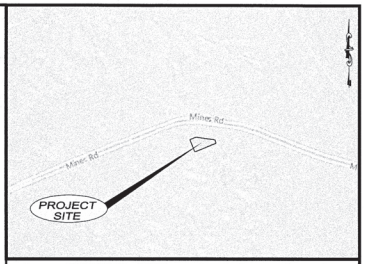


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

EXHIBIT A





VICINITY MAP SCALE: 1" = 2000'

SCALE:1" = 100'

GRAPHIC SCALE

50 0 50 100 200

(IN FEET)

1 inch = 100 ft.

BASIS OF BEARINGS:
G.P.S., TEXAS STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH ZONE 4205, NAD83, USFT.

SURVEYORS NOTE:
1. THIS SURVEY DID NOT REQUIRE NOR DID IT INCLUDE ANY RESEARCH AND INVESTIGATION OF SERVITUDE'S OR EASEMENTS.
2. NOT ALL EASEMENTS OR UTILITIES SHOWN HERE ON.

STATE OF TEXAS
ENRIQUE A MEJIA III
5653
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WEBB:

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

01-15-26

Enrique A. Mejia III, R.P.L.S. No. 5653 DATE

Annexation Survey of
Tract A, being a 5.19 acre tract of land out of a tract of land conveyed by deed to Ruby Transport Inc Volume 4669, Page 428, and ATL EXPRESS INC Volume 5669, Page 765, Official Public Records, Webb County, Texas. situated Partially within city of Laredo and Webb County, Texas.

Blue Top Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 712-2580
FIRM No: 10071800

REVISED DATE:	
DRAWN BY:	E.L.
CHECKED BY:	E.A.M.
DATE:	01-15-26
JOB No.	250012
	(Sheet 1 of 1)

FILE: 250012 annexation survey.dwg

EXHIBIT A

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

Field Notes
Tract A, being a 5.19 acre tract of land being out of a tract of land conveyed by deed to ATL Express Inc. and Ruby Transport Inc. situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas

Tract A, being a tract of land containing 5.19 acre conveyed by deed to ATL Express Inc, recorded in Volume 566, Page 765, Official Public Records, Webb County, Texas, and a tract of land conveyed to Ruby Transport, Inc., recorded in Volume 4669, Page 428, Official Public Records, Webb County, Texas, situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas, said 5.19 acre tract being more particularly described by metes and bounds as follows:

Commencing at a ½" iron rod found at the most northerly corner of Lot 1, Block 1, CFM Subdivision, recorded in Volume 29, Page 89, Map Records, Webb County, Texas, at the southerly right of way line of FM 1472 ~ Mines Road, Thence, ***South 22°18'46" East***, ***375.98 feet***, to a ***½" iron rod found,*** Thence, ***South 67°41'14" West***, ***247.78 feet*** to a point at the south line of said Lot 1, Block 1, CFM Subdivision and being the **Point of Beginning** and the most northerly corner of the herein described tract;

Thence, along the city limit line the following courses and distances;

South 82°03'22" East, ***498.82 feet,*** for a point of deflection of the herein described tract;
South 82°17'22" East, ***140.78 feet,*** for a point of deflection of the herein described tract;
South 17°28'56" East, ***96.36 feet***, to a point at the north line of a tract conveyed to Pinnacle Mines Investments, LLC, recorded in Volume 5357, Page 553, Official Public Records, Webb County, Texas, for the southeast corner of the herein described tract;

Thence, along the northerly line of said Pinnacle Mines tract, ***South 67°43'09" West***, ***247.88 feet***, for a point of deflection of the herein described tract;

Thence, along the northerly line of said Pinnacle Mines tract, ***South 67°33'22" West***, ***500.45 feet*** to the southeast corner of a tract of land conveyed to Lorena Fernandez recorded in Volume 162, Pages 652-661, Official Public Records, Webb County, Texas, for the southwest corner of the herein described tract;

Thence, along the easterly line of a tract of land conveyed to Lorena Fernandez, ***North 22°19'27" West***, ***417.05 feet***, to a ***½" iron rod found*** at the southerly corner of aforementioned Lot 1, Block 1, CFM Subdivision, for the most westerly northwest corner of the herein described tract;

Thence, along the south line CFM Subdivision, ***North 67°41'14" East***, ***202.75 feet***, to return and close at the **POINT OF BEGINNING** of this 5.19 acre tract, more or less.

Basis of Bearings:
G.P.S., Texas State Plane Coordinate System,
Texas South Zone 4205, NAD83, USFT.

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual survey performed on the ground under my supervision.

_____ 01-15-25
R.P.L.S. No. 5653 – Texas **Current Date**

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

Closure of
Tract A, being a 5.19 acre tract of land being out of a tract of land conveyed by deed to ATL Express Inc. and Ruby Transport Inc. situated in Porcion 10, Tomas Sanchez, Abstract 280, Webb County, Texas

North:17,127,965.36' East:630,714.91'

Segment# 1: Line
Course: S82° 17' 22"E Length: 498.82'
North: 17,127,898.44' East: 631,209.22'

Segment# 2: Line
Course: S82° 17' 22"E Length: 140.78'
North: 17,127,879.55' East: 631,348.73'

Segment# 3: Line
Course: S17° 28' 56"E Length: 96.36'
North: 17,127,787.64' East: 631,377.68'

Segment# 4: Line
Course: S67° 43' 09"W Length: 247.88'
North: 17,127,693.66' East: 631,148.31'

Segment# 5: Line
Course: S67° 33' 22"W Length: 500.45'
North: 17,127,502.60' East: 630,685.76'

Segment# 6: Line
Course: N22° 19' 27"W Length: 417.05'
North: 17,127,888.39' East: 630,527.35'

Segment# 7: Line
Course: N67° 41' 14"E Length: 202.75'
North: 17,127,965.36' East: 630,714.92'

Perimeter: 2,104.08' Area: 5.19Acre
Error Closure: 0.00 Course: N72° 10' 11"E
Error North : 0.001 East: 0.003

Precision 1: 2,104,090,000.00

State of Texas:
County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Clorure" was prepared from an actual survey performed on the ground under my supervision.

_____ 01-16-25
R.P.L.S. No. 5653 – Texas **Current Date**

FEASABILITY STUDY

TRACT 3: ARP Laredo Tract **Acres**: 5.19

APPLICANT: Luke Colbert - ARP Laredo, LLC
LOCATION: South of FM 1472 and North of Mercury Mine Road
PROPOSED DEVELOPMENT: Industrial **Proposed Take Down**: 2026

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Build-out
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	**$457,622.00**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**	**$517,956.91**
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	$2,315.98	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33	$2,621.33
Garbage Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Stormwater Fees	$0.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00	$276.00
TOTAL	**$2,315.98**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**	**$2,897.33**
**Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.*											
GENERAL FUND EXPENDITURES (data based on per capita cost; cost data not available for commercial properties)											
Police	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72	$1,106.72
Fire & EMS	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09	$710.09
Sanitation/Street Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**	**$1,816.82**
REVENUES - EXPENDITURES	499.16	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51	$1,080.51
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	$0.00	$821.68	$838.12	$854.88	$871.98	$889.41	$907.20	$925.35	$943.85	$962.73	$962.73
Wastewater System	$0.00	$621.01	$633.43	$646.10	$659.02	$672.20	$685.65	$699.36	$713.35	$727.61	$727.61
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	$0.00	$791.40	$807.23	$823.37	$839.84	$856.64	$873.77	$891.24	$909.07	$927.25	$927.25
Wastewater System	$0.00	$595.56	$607.47	$619.62	$632.01	$644.65	$657.55	$670.70	$684.11	$697.79	$697.79
SYSTEM PROFIT/ (LOSS)	**$0.00**	**$55.73**	**$56.85**	**$57.99**	**$59.15**	**$60.33**	**$61.53**	**$62.77**	**$64.02**	**$65.30**	**$65.30**

Additional revenues (at proposed rates):	$10,087	for water treatment capacity
	$10,087	for wastewater treatment capacity

RECOMMENDATION: APPROVAL

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 3
ARP LAREDO TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Luke Colbert, on behalf of ARP Laredo, LLC, has filed a voluntary petition with the City of Laredo for the annexation of 5.19 acres, more or less, tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and ARP Laredo, LLC, being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 5.19 acres tract of land, more or less, belonging to ARP Laredo, LLC.

SERVICE PLAN

A petition for annexation from ARP Laredo, LLC, was received for property designated as "Tract 3 (ARP Laredo Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 18, 2026. Public notice of the hearings was provided on May 2, 2026, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 8.8 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,298.70/lot (135 gpcd X 3.7 person/lot X $2.60/gal)
Lots over 10,000 sq.ft.	$1,943.59/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,295.66/lot
Lots 1 acre and Fraction:	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,205.20/lot (100 gpcd X 3.7 person/lot X $5.96/gal)
Lots over 10,000 sq.ft.	$2,591.48/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,593.00/acre (15 people/ac. X 18 gallons/person/day X $5.90 gallon=$1,593.00)
More than 5.01 acres	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long-Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements
The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use
When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2026.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

ARP Laredo, LLC

By: _____
Luke Colbert

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2026 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2026 by Luke Colbert, on behalf of ARP Laredo, LLC.

_____
Notary Public, State of Texas

ORDINANCE NO. 2026-O-XX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF APPROXIMATELY 5.19 ACRES OF LAND, MORE OR LESS, LOCATED SOUTH OF FM 1472 AND NORTH OF MERCURY MINE ROAD; PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY; AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT) FOR THE SUBJECT TRACT, AS DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A."

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 5.19 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo,

and said land be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as per the attached survey and metes and bounds, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Public Hearing 32.**

SUBJECT
Public hearing and discussion of an ordinance concerning a voluntary annexation request by Robert J. Gilpin, altering and extending the boundary limits of the City of Laredo by annexing approximately 150.8236-acres, more or less, tract of land located northwest of Nicolas D. Hachar Road and River Bank Drive; providing for the effective date of the ordinance; authorizing the City Manager to execute a contract adopting a service plan for the annexed territory; and establishing the initial zoning of M-1 (Light Manufacturing District) for the subject tract, as described by metes and bounds in the attached Exhibit “A.”

The Planning and Zoning Commission recommended approval of the proposed annexation and the initial zoning of M-1 (Light Manufacturing District). Staff supports the proposed annexation and the initial zoning of M-1 (Light Manufacturing District).

AN-004-2026
District 7 - Cm. Vanessa Perez

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Pursuant to Section 43.0673 of the Texas Local Government Code, a public hearing before the City Council is required for the proposed annexation. Following the public hearing scheduled on May 18, 2026, the petition will return to the City Council for the introduction of an annexation ordinance scheduled for June 15, 2026.

PROPERTY INFORMATION:
Annexation Type: Voluntary annexation
Petitioner: Robert J. Gilpin

Tract: Approximately 150.8236 acres, more or less
Location: Northwest of Nicolas D. Hachar road River Bank Drive (Pinnacle Industrial Center)
Site: Vacant and undeveloped
Council District: District 7 - Cm. Vanessa Perez
Proposed Use: M-1 (Light Manufacturing District)

SURROUNDING LAND USES:
To the north and east is the Pinnacle Industrial Center, which includes developed sites and areas under construction. To the south is the El Pico Water Treatment Plant. To the west is vacant and

undeveloped land extending toward the Rio Grande River.

COMPREHENSIVE PLAN:
The Future Land Use Map identifies this tract as High Density Residential and Parks.
https://www.openlaredo.com/planning/2017_Comprehensive_Plan-Viva_Laredo.pdf#page=39

TRANSPORTATION PLAN:
The Future Transportation Plan identifies FM 1472 as expressway.
https://www.cityoflaredo.com/home/showpublisheddocument/21421/638941324987500000

PUBLIC NOTIFICATION:
Letters sent to surrounding property owners: (11) In Favor: (0) Opposed: (0)

STAFF COMMENTS:
Property owners have 180 days following the effective date of an annexation to request a zone change without a fee charged.

COMMITTEE RECOMMENDATION
The petition for annexation was considered by the Planning and Zoning Commission on April 16, 2026.

The P&Z Commission, by a 7 to 0 vote, recommended approval of the proposed annexation and initial zoning of M-1 (Light Manufacturing District).

STAFF RECOMMENDATION
Staff supports the proposed annexation.

Staff supports the initial zoning of M-1 (Light Manufacturing District). The proposed zoning is consistent with the surrounding industrial development pattern, as the subject tract is located within the Pinnacle Industrial Center and surrounded by existing M-1 zoning uses.

IMPACT ANALYSIS
M-1 (Light Manufacturing District):
The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments, which are clean quiet, and free of hazardous or objectionable elements, such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between industrial uses and other less intense and residential uses.

Is this change contrary to the established land pattern?
No. The area is characterized by industrial development, including the Pinnacle Industrial Center and the El Pico Water Treatment Plant.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The subject tract is located within the Pinnacle Industrial Center and is surrounded by industrial zoning.

Will this change adversely influence living condition in the neighborhood?

No. There are no established residential neighborhoods in the area.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
N/A

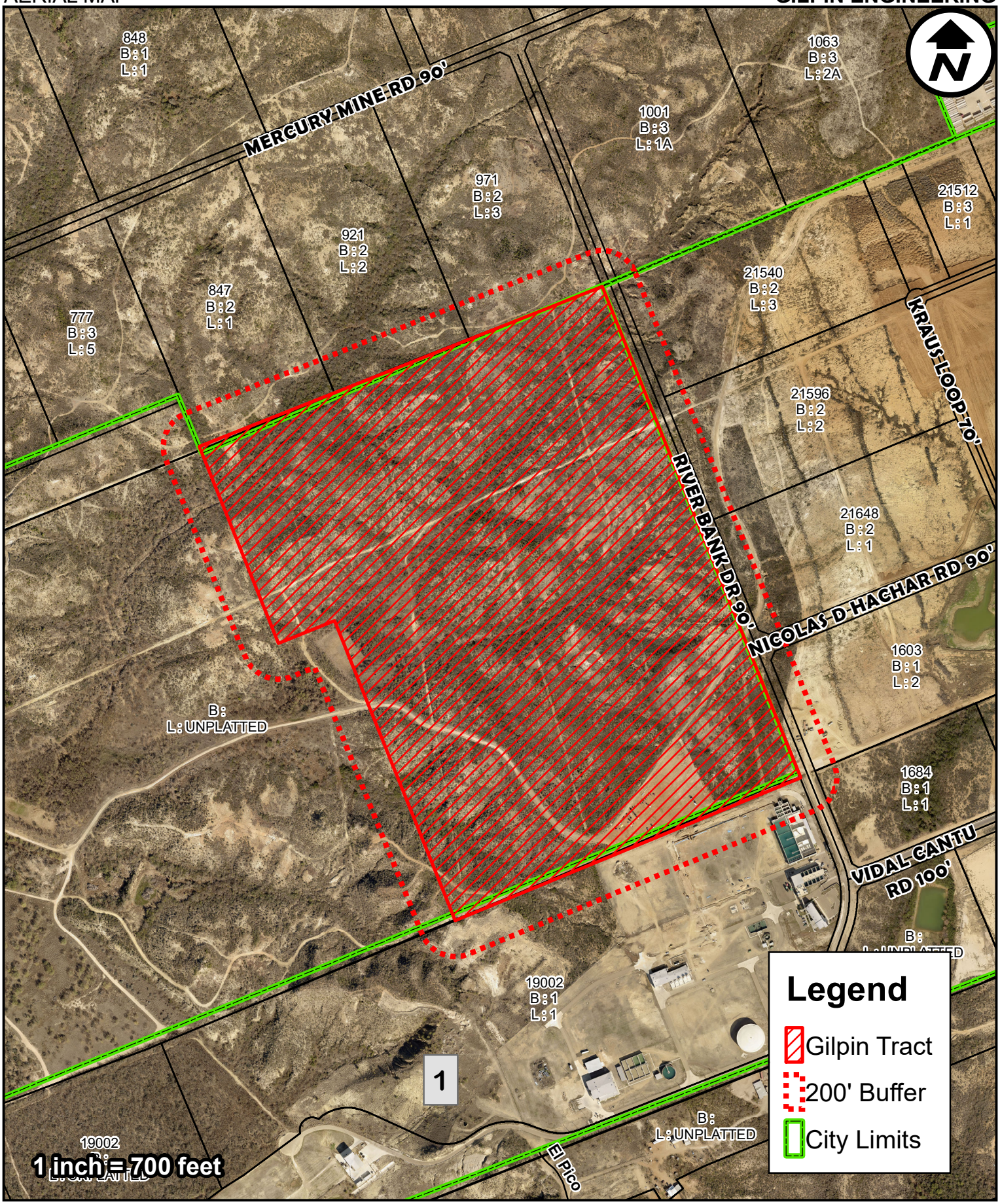
Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Account #:	Click or tap here to enter text.
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Click or tap here to enter text.

TRACT 4 **Gilpin Tract** **150.8236 ACRES**

AERIAL MAP **GILPIN ENGINEERING**

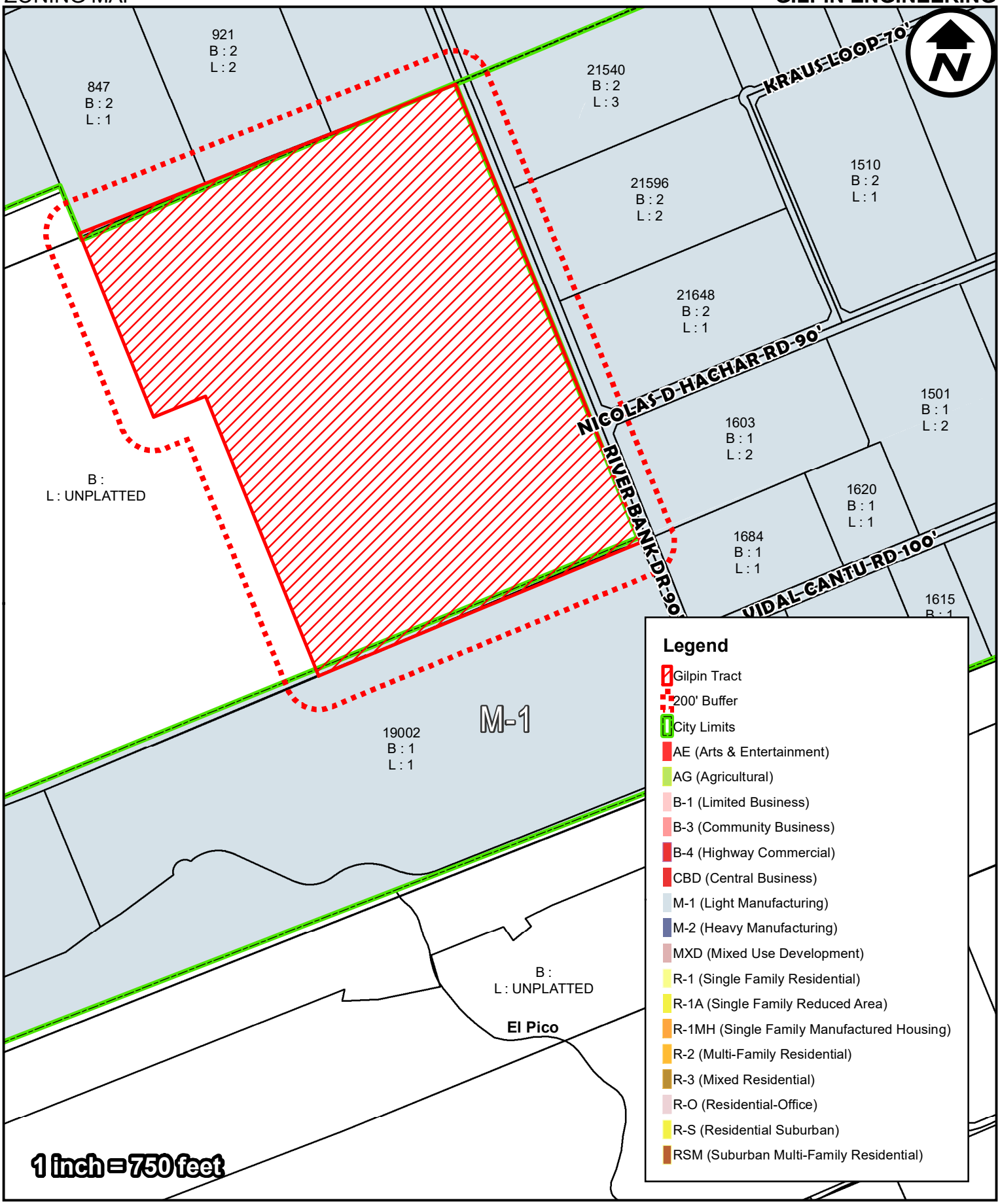


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The us this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 4 **Gilpin Tract** **150.8236 ACRES**

ZONING MAP **GILPIN ENGINEERING**

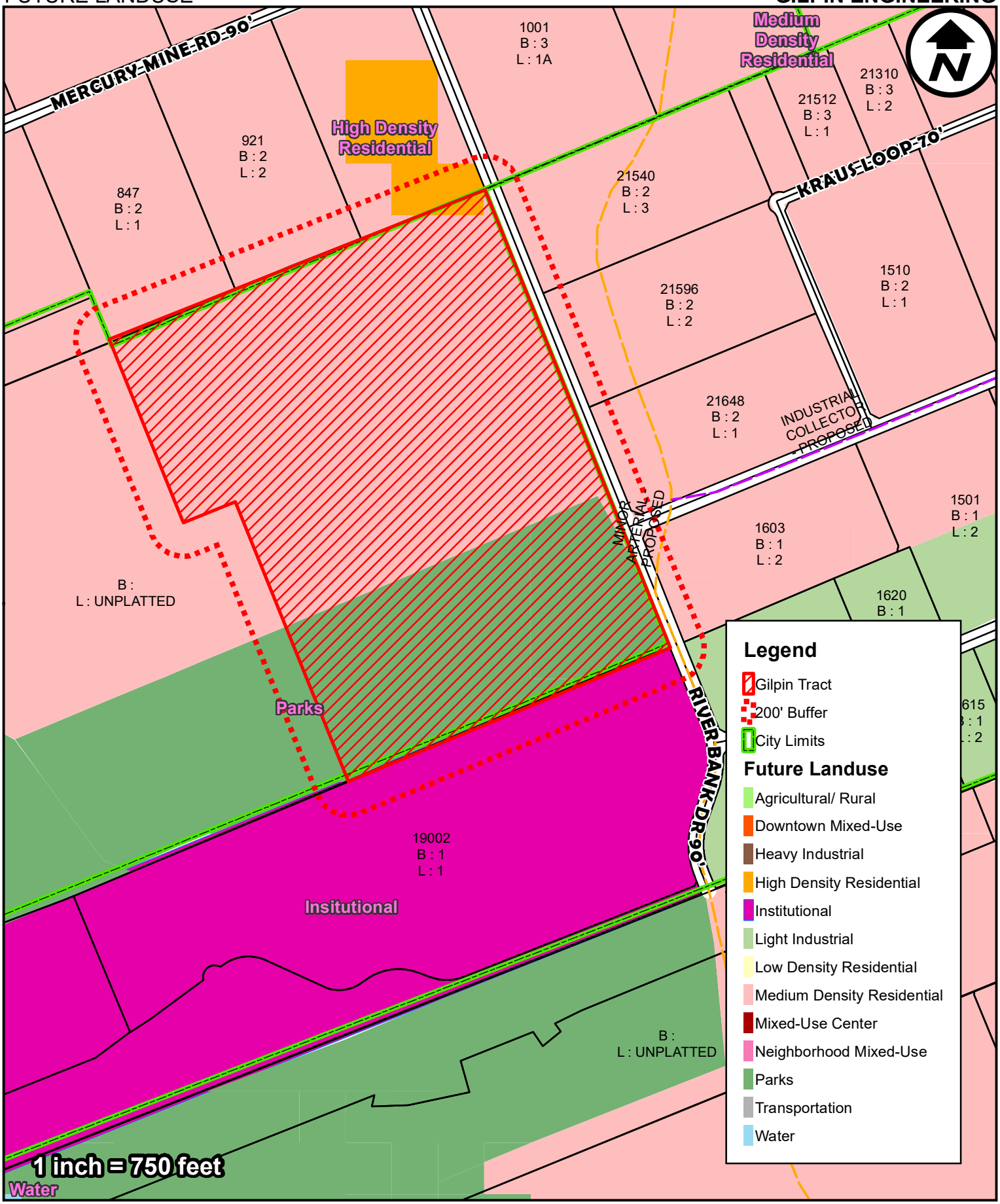


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgroi conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fc any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 4 **Gilpin Tract** **150.8236 ACRES**

FUTURE LANDUSE **GILPIN ENGINEERING**

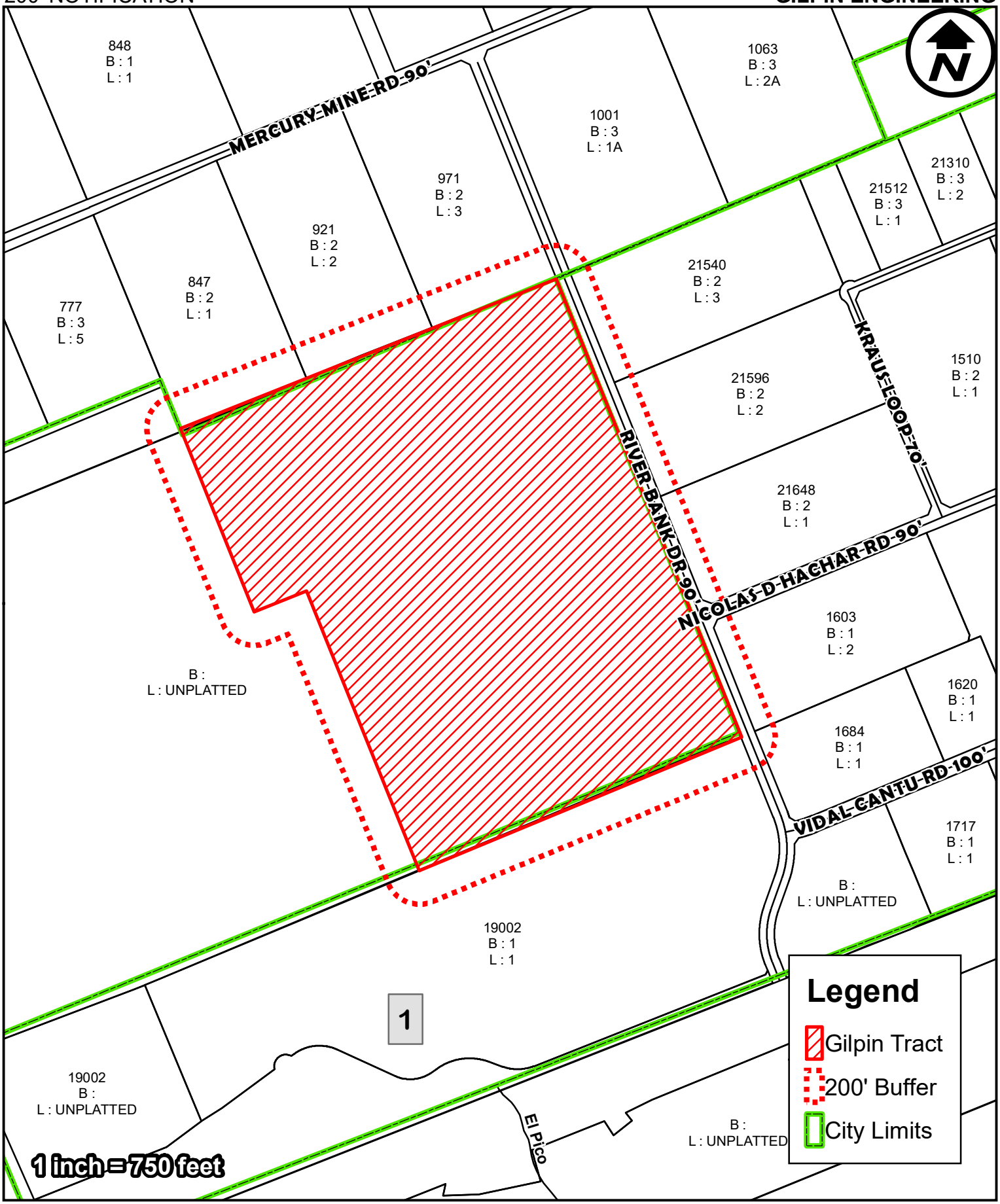


City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

TRACT 4 **Gilpin Tract** **150.8236 ACRES**

200' NOTIFICATION **GILPIN ENGINEERING**



City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentgrou conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability fo any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

EXHIBIT A

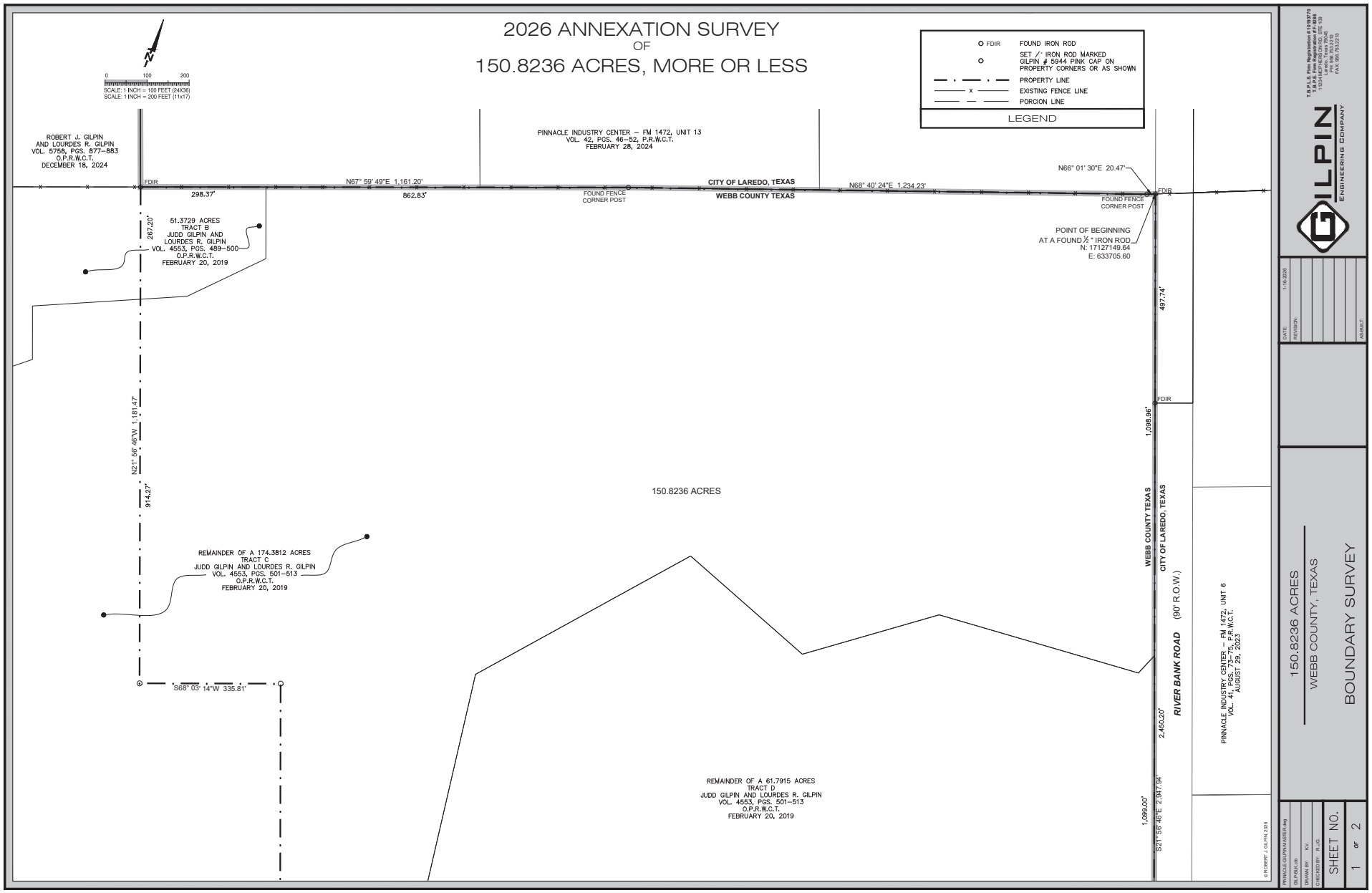
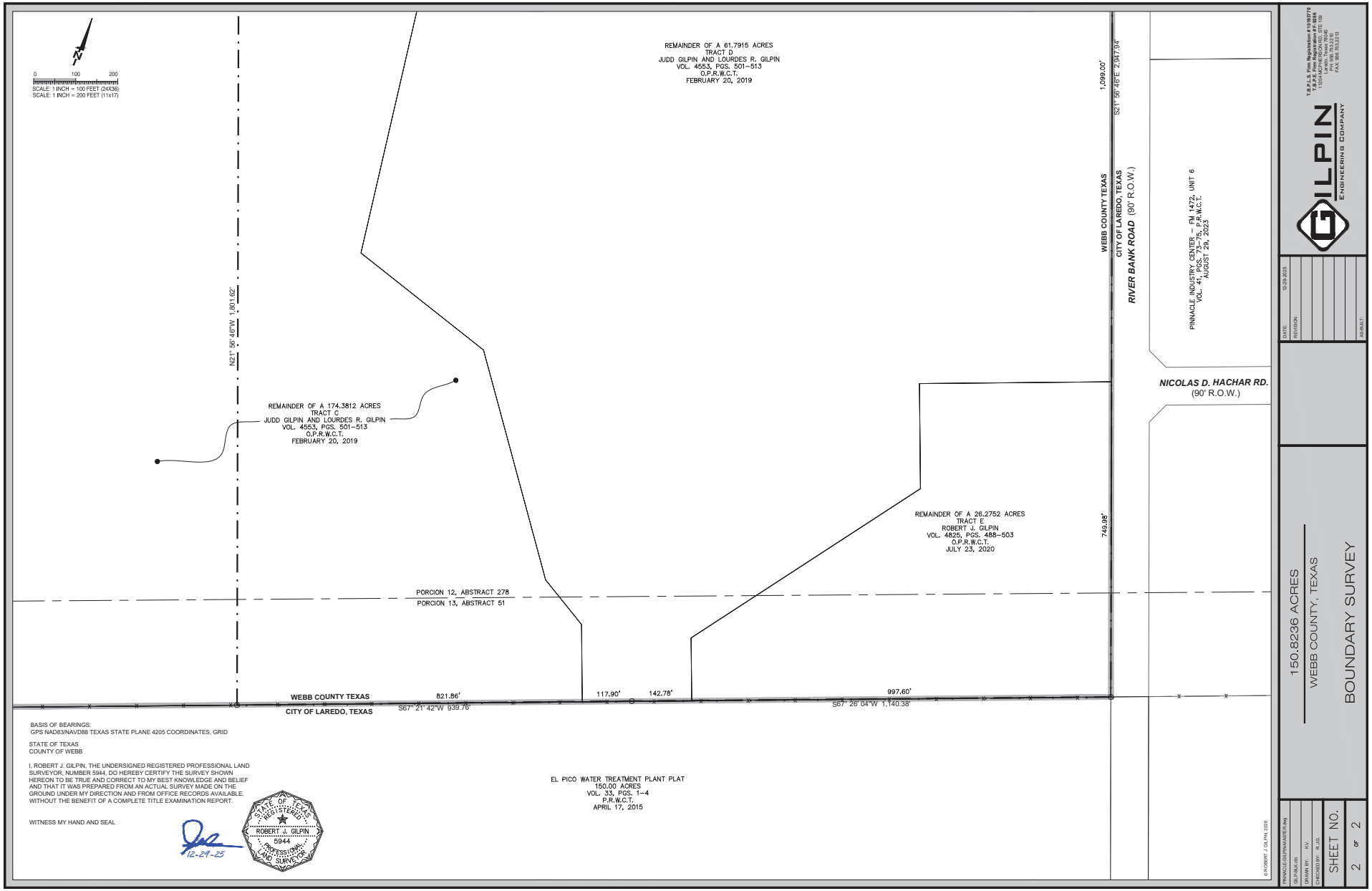

2026 ANNEXATION SURVEY
OF
150.8236 ACRES, MORE OR LESS
SCALE: 1 INCH = 100 FEET (24X36)
SCALE: 1 INCH = 200 FEET (11x17)
FOUND IRON ROD
SET 1/2" IRON ROD MARKED GILPIN # 5944 PINK CAP ON PROPERTY CORNERS OR AS SHOWN
PROPERTY LINE
EXISTING FENCE LINE
PORCION LINE
LEGEND
ROBERT J. GILPIN AND LOURDES R. GILPIN VOL. 5755, PGS. 877-883 O.P.R.W.C.T. DECEMBER 18, 2024
PINNACLE INDUSTRY CENTER – FM 1472, UNIT 13 VOL. 42, PGS. 46-52, P.R.W.C.T. FEBRUARY 28, 2024
N67° 59' 49"E 1,161.20'
298.37'
862.83'
FOUND FENCE CORNER POST
CITY OF LAREDO, TEXAS
WEBB COUNTY TEXAS
N68° 40' 24"E 1,234.23'
N66° 01' 30"E 20.47'
FOUND FENCE CORNER POST
POINT OF BEGINNING AT A FOUND 1/2" IRON ROD
N: 17127149.64
E: 633705.60
51.3729 ACRES TRACT B JUDD GILPIN AND LOURDES R. GILPIN VOL. 4553, PGS. 489-500 O.P.R.W.C.T. FEBRUARY 20, 2019
267.20'
N21° 56' 46"W 1,181.47'
914.27'
497.74'
1,098.96'
150.8236 ACRES
REMAINDER OF A 174.3812 ACRES TRACT C JUDD GILPIN AND LOURDES R. GILPIN VOL. 4553, PGS. 501-513 O.P.R.W.C.T. FEBRUARY 20, 2019
S68° 03' 14"W 335.81'
WEBB COUNTY TEXAS
CITY OF LAREDO, TEXAS
RIVER BANK ROAD (90' R.O.W.)
2,450.20'
S21° 56' 46"E 2,947.94'
1,099.00'
REMAINDER OF A 61.7915 ACRES TRACT D JUDD GILPIN AND LOURDES R. GILPIN VOL. 4553, PGS. 501-513 O.P.R.W.C.T. FEBRUARY 20, 2019
PINNACLE INDUSTRY CENTER – FM 1472, UNIT 6 VOL. 41, PGS. 73-75, P.R.W.C.T. AUGUST 29, 2023
GILPIN ENGINEERING COMPANY
T.B.P.L.S. Firm Registration # 10193779
T.B.P.E. Firm Registration # F-5686
1203 MCPHERSON RD., STE 109
LAREDO, TEXAS 78041
PH: 956.753.2230
FAX: 956.753.2233
DATE 1-16-2026
REVISION
AS-BUILT
150.8236 ACRES
WEBB COUNTY, TEXAS
BOUNDARY SURVEY
SHEET NO. 1 OF 2
PINNACLE-GILPIN-MASTER.dwg
GILPIN.dwg
DRAWN BY: KV
CHECKED BY: R. GILPIN
©ROBERT J. GILPIN 2026

EXHIBIT A



BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL

12-29-25

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

T.B.P.L.S. Firm Registration # 10193779
T.B.P.E. Firm Registration # F-9266
1203 MCPHERSON RD., STE 109
LAREDO, TEXAS 78041
PH: 956.753.2370
FAX: 956.753.2373

GILPIN
ENGINEERING COMPANY

DATE	REVISION	AS-BUILT
12-29-2025		

150.8236 ACRES
WEBB COUNTY, TEXAS

BOUNDARY SURVEY

PINNACLE-GILPIN-MASTER.dwg
GLP-SUR.cdr
DRAWN BY: KV
CHECKED BY: R.JG

SHEET NO. 2 OF 2

© ROBERT J. GILPIN, 2026

EXHIBIT A

December 29, 2025

STATE OF TEXAS *
COUNTY OF WEBB*
Annexation 2026
150.8236 Acres

FIELD NOTES DESCRIBING A 150.8236 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF A 51.3729 ACRE TRACT (TRACT B), RECORDED IN VOLUME 4553, PAGES 489-500, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, THE REMAINDER OF A 174.3812 ACRE TRACT (TRACT C) AND A 61.7915 ACRE TRACT (TRACT D), RECORDED IN VOLUME 4553, PAGES 501 - 513, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, AND THE REMAINDER OF A 26.2752 ACRE TRACT, RECORDED IN VOLUME 4825, PAGES 488 - 503, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. HEREIN DESCRIBED PARCEL SITUATED IN PORCION 12, ABSTRACT 278, ORIGINAL GRANTEE S. SANCHES AND PORCION 13, ABSTRACT 51, ORIGINAL GRANTEE J.M. GARCIA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod being an interior corner of Pinnacle Industry Center – FM 1472, Unit 13, recorded in Volume 42, Pages 46 – 52, Plat Records of Webb County, Texas, same being situated on the southwesterly right-of-way line of River Bank Road, for the **POINT OF BEGINNING** of this 150.8236 acre parcel, more or less, and the **northerly corner** hereof;

Thence, S21° 56' 46”E, with the common boundary between said Pinnacle Industry Center – FM 1472, Unit 13 and said remainder of a 174.3812 Acre Tract, a distance of 497.74 feet, to a found ½ inch iron rod being an exterior corner of said Pinnacle Industry Center – FM 1472, Unit 13, same being an exterior corner of Pinnacle Industry Center – FM 1472, Unit 6, recorded in Volume 41, Pages 73 - 75, Plat Records of Webb County, Texas, continuing with the same bearing and the common boundary between said Pinnacle Industry Center – FM 1472, Unit 6 and said remainder of a 174.3812 Acre Tract, a distance of 601.22 feet, to a point being the northerly corner of said the remainder of a 61.7915 Acre Tract, continuing with the same bearing and the common boundary between said Pinnacle Industry Center – FM 1472, Unit 6 and said remainder of 61.7915 Acre Tract, a distance of 1,099.00 feet, to a point being the northerly corner of said remainder of a 26.2752 Acre Tract, same being the westerly corner of said remainder of a 61.7915 Acre Tract, continuing with the same bearing and the common boundary between said Pinnacle Industry Center – Fm 1472, Unit 6 and said remainder of a 26.2752 Acre Tract, a distance of 749.98 feet, for a total distance of 2,947.94 feet, with the northeasterly line of herein described parcel, same being the southwesterly right-of-way line of River Bank Road, to a set ½ inch iron rod, being the southerly corner of said Pinnacle Industry Center – FM 1472, Unit 6, situated on the northwesterly line of El Pico Water Treatment Plant Plat, recorded in Volume 33, Pages 1-4, Plat Records of Webb County, Texas, for the **easterly corner** hereof;

Thence, S67° 26’ 04”W, along a fence occupied as the common boundary between said El Pico Water Treatment Plant Plat and said remainder of a 26.2752 Acre Tract, a distance of 997.60 feet, to a point being the southerly corner of said remainder of a 26.2752 Acre Tract, same being an exterior corner of said remainder of a 61.7915 Acre Tract, continuing with the same bearing along a fence occupied as the common boundary between said El Pico Water Plant Plat and said remainder of a 61.7915 Acre Tract, a distance of 142.78 feet, for a total distance of 1,140.38 feet, with the southeasterly line of herein described parcel, to a set ½ inch iron rod, for a point of deflection hereof;

Thence, S67° 21’ 42”W, along a fence occupied as the common boundary between said El Pico Water Treatment Plant Plat and said remainder of a 61.7915 Acre Tract, a distance of 117.90 feet, to a point being the southerly corner of said remainder of a 61.7915 Acre Tract, same being an exterior corner of said remainder of a 174.3812 Acre Tract, continuing with the common boundary along a fence occupied as the common boundary between said El Pico Water Treatment Plant Plat and said remainder of a 174.3812 Acre tract a distance of 821.86 feet, for a total distance of 939.76 feet, with the southeasterly line of herein described parcel, to a set ½ inch iron rod, for the **southerly corner** hereof;

Thence, N21° 56’ 46”W, with the southwesterly line of herein described parcel, a distance of 1,801.62 feet, to a set ½ inch iron rod, for an interior corner hereof;

Thence, S68° 03’ 14”W, with the southwesterly line of herein described parcel, a distance of 335.81 feet, to a set ½ inch iron rod, for an exterior corner hereof;

Thence, N21° 56’ 46”W, with the southwesterly line of herein described parcel, a distance of 914.27 feet, to a point situated on the common boundary line between said 51.3729 Acre Tract and said remainder of a 174.3812 Acre Tract, continuing with the same bearing and southwesterly line of herein described parcel, a distance of 267.20 feet, for a total distance of 1,181.47 feet, to a found ½ inch iron rod, being the southerly corner of said Pinnacle Industry Center – FM 1472, Unit 13, same being the easterly corner of a 66.4720 Acre Tract, recorded in Volume 5758, Pages 877 – 883, Official Public Records of Webb County Texas, for the **westerly corner** hereof;

Thence, N67° 59’ 49” E, along a fence occupied as the common boundary between said Pinnacle Industry Center – FM 1472, Unit 13 and said 51.3729 Acre Tract, a distance of 298.37 feet, to a point being the northerly corner of said 51.3729 Acre Tract, same being an exterior corner of said remainder of a 174.3812 Acre Tract, continuing with the same bearing along a fence occupied as the common boundary between said Pinnacle Industry Center FM 1472, Unit 13 and said remainder of a 174.3812 Acre Tract, a distance of 862.83 feet, for a total distance of 1,161.20 feet, with the northwesterly line of herein described parcel, for a point of deflection hereof;

EXHIBIT A

Thence, N68° 40’ 24” E, along a fence occupied as the common boundary between said Pinnacle Industry Center – FM 1472, Unit 13 and said remainder of a 174.3812 Acre Tract, same being the northwesterly line of herein described parcel, a distance of 1,234.23 feet, to a found fence corner post, for a point of deflection hereof;

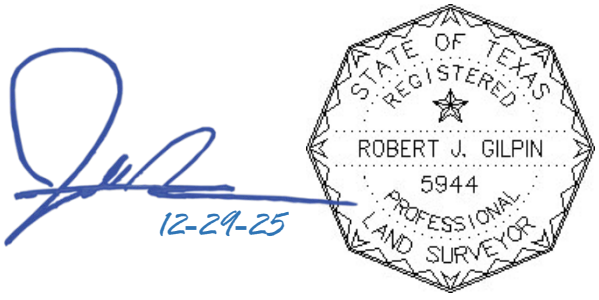
Thence, N66° 01’ 30”E, along a fence occupied as the common boundary between said Pinnacle Industry Center – FM 1472, Unit 13 and said remainder of a 174.3812 Acre Tract, a distance of 20.47 feet, same being the northwesterly line of herein described parcel, to said **POINT OF BEGINNING**, containing within these metes and bounds 150.8236 acres, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 – GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



2026 ANNEXATION
150.8236 ACRES

Point of Beginning: North: 17127149.64' East: 633705.60'

Line Course : S66° 01' 30"W Length: 20.47'
North : 17127141.32' East: 633686.90'
Line Course : S68° 40' 24"W Length: 1234.23'
North : 17126692' East: 632537.19'
Line Course : S67° 59' 49"W Length: 1161.20'
North : 17126257' East: 631460.56'
Line Course : S21° 56' 46"E Length: 1181.47'
North : 17125161.55' East: 631902.12'
Line Course : N68° 03' 14"E Length: 335.81'
North : 17125287.05' East: 632213.60'
Line Course : S21° 56' 46"E Length: 1801.62'
North : 17123615.98' East: 632886.92'
Line Course : N67° 21' 42"E Length: 939.76'
North : 17123977.71' East: 633754.28'
Line Course : N67° 26' 04"E Length: 1140.38'
North : 17124415.32' East: 634807.35'
Line Course: N21° 56' 46"W Length: 2947.94'
North : 17127149.64' East: 633705.61'

Closure Course : N27° 38' 19"W Length: 0.00'
North : 17127149.64' East: 633705.60'

Error North:-0.00 East: 0.00

Perimeter: 10,762.88' Area: 150.8236 Acres

12-29-25

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

FEASABILITY STUDY

TRACT 4: Gilpin Tract **Acres**: 150.82

APPLICANT: Robert J. Gilpin
LOCATION:Northwest of Nicolas D. Hachar road and River Bank Drive
PROPOSED DEVELOPMENT: Industrial **Proposed Take Down**: 2026

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Build-out
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82
Single family dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial/ commercial acreage	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82	150.82
Park/Open Space (acres)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Value (cumulative)	**$53,245.00**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**	**$41,768,095.32**
GENERAL FUND (cumulative; rates shown are static, in all likelihood some increase will occur)											
Taxes: Property	$269.47	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15	$211,384.15
Garbage Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Stormwater Fees	$0.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00
TOTAL	**$269.47**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**	**$212,488.15**
**Garbage fees are not applicable to industrial sites because City of Laredo is not capable of providing services. They are serviced by private providers.*											
GENERAL FUND EXPENDITURES (data based on per capita cost; cost data not available for commercial properties)											
Police	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90	$4,426.90
Fire & EMS	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36	$2,840.36
Sanitation/Street Maintenance	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56	$489.56
TOTAL	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**	**$7,756.82**
REVENUES - EXPENDITURES	-$7,487.35	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34	$204,731.34
ENTERPRISE SYSTEM REVENUES (cumulative)											
Water System	$0.00	$3,286.73	$3,352.46	$3,419.51	$3,487.90	$3,557.66	$3,628.81	$3,701.39	$3,775.42	$3,850.93	$3,850.93
Wastewater System	$0.00	$2,484.04	$2,533.72	$2,584.40	$2,636.09	$2,688.81	$2,742.59	$2,797.44	$2,853.39	$2,910.45	$2,910.45
ENTERPRISE SYSTEM EXPENDITURES (cumulative)											
Water System	$0.00	$3,165.60	$3,228.91	$3,293.49	$3,359.36	$3,426.54	$3,495.08	$3,564.98	$3,636.28	$3,709.00	$3,709.00
Wastewater System	$0.00	$2,382.24	$2,429.88	$2,478.48	$2,528.05	$2,578.61	$2,630.18	$2,682.79	$2,736.44	$2,791.17	$2,791.17
SYSTEM PROFIT/ (LOSS)	**$0.00**	**$222.94**	**$227.39**	**$231.94**	**$236.58**	**$241.31**	**$246.14**	**$251.06**	**$256.08**	**$261.20**	**$261.20**

Additional revenues (at proposed rates):	$293,141	for water treatment capacity
	$293,141	for wastewater treatment capacity

RECOMMENDATION: APPROVAL

CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 4
GILPIN TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Robert J. Gilpin has filed a voluntary petition with the City of Laredo for the annexation of 150.8236 acres, more or less, tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Robert J. Gilpin being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 150.8236 acres tract of land, more or less, belonging to Robert J. Gilpin.

SERVICE PLAN

A petition for annexation from Robert J. Gilpin, was received for property designated as "Tract 4 (Gilpin Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at hearings duly held on May 18, 2026. Public notice of the hearings was provided on May 2, 2026, not more than twenty or less than ten days before the hearings as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 10, which is located approximately 8.8 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,298.70/lot (135 gpcd X 3.7 person/lot X $2.60/gal)
Lots over 10,000 sq.ft.	$1,943.59/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,295.66/lot
Lots 1 acre and Fraction:	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,205.20/lot (100 gpcd X 3.7 person/lot X $5.96/gal)
Lots over 10,000 sq.ft.	$2,591.48/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,593.00/acre (15 people/ac. X 18 gallons/person/day X $5.90 gallon=$1,593.00)
More than 5.01 acres	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long-Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements
The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use
When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2026.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

Robert J. Gilpin

By: _____
Roberto J. Gilpin

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2026 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2026 by Robert J. Gilpin.

_____
Notary Public, State of Texas

ORDINANCE NO. 2026-O-XX

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF APPROXIMATELY 150.8236 ACRES OF LAND, MORE OR LESS, LOCATED NORTHWEST OF NICOLAS D. HACHAR ROAD AND RIVER BANK DRIVE; PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY; AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT INDUSTRIAL DISTRICT) FOR THE SUBJECT TRACT, AS DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A."

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.0673, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land containing 150.8236 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo,

and said land be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as per the attached survey and metes and bounds, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

If any provision, section subsection, sentence, clause, or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity or another portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5: Open Meeting

The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the city hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____
MARIO MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Final Readings 33.**

SUBJECT
Authorizing the City Manager to amend the FY25-26 General Fund Parks Department budget by appropriating revenues and expenses in the amount of $14,950.00 in order to appropriate funds awarded by Texas Municipal League (T.M.L) to be used for the replacement of the Circle Gym at North Central Park (John Valls Park) located at 10202 International Blvd.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND

Please accept this email as a notification of the funds deposited to the department account.
Department: Parks & Recreation Dept.
Account: 101-0000-373-2017
Amount: $14,950.00
The reimbursement is for the following:
DOL-11/29/2025, John Valls Park, 10202 International Blvd. DPS Report #TX2108866, $14,950.00.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
The approval of this item.

Fiscal Impact

Fiscal Year:	2025/2026
Budgeted Y/N?:	Yes
Source of Funds:	T.M.L. Insurance Payout
Account #:	101-3115-555-9301
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:
Expense:

	Budget	Amendment	Amend.Budget
Improvements Other than Bldgs (101-3115-555-9301)	52,029	14,950	66,979

Revenues			
Reimb-Damaged Prop (101-0000-373-2017)	100,000	14,950	114,950

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AUTHORIZING THE CITY MANAGER TO AMEND THE FY25-26 GENERAL FUND PARKS DEPARTMENT BUDGET BY DRAWING DOWN FUND BALANCE AND APPROPRIATING EXPENDITURES IN THE AMOUNT OF $14,950.00 IN ORDER TO APPROPRIATE FUNDS AWARDED BY TEXAS MUNICIPAL LEAGUE (TML) TO BE USED FOR REPLACEMENT OF THE CIRCLE GYM AT NORTH CENTRAL PARK (JOHN VALLS PARK) LOCATED AT 10202 INTERNATIONAL BLVD.

WHEREAS, the City Council previously adopted the budget for fiscal year 2025-2026:

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend the FY 25-26 Parks Department General Fund's Budget by drawing down fund balance and appropriating expenses in the amount of $14,950.00 awarded by TML.

WHEREAS, a public hearing and introductory ordinance was held on April 14, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The FY25-26 Parks Department General Fund Budget is hereby amended to appropriate funds in the amount of $14,950.00 awarded by TML to support capital expenditures.

Section 2. The funds will be deposited in the City of Laredo Parks Department General Fund Budget accounts.

PASSED BY THE LAREDO CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO MALDONANDO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

HM OUTDOOR GYM

QUOTE

HM Outdoor Gym
JJ Lee
310-691-6875
JJ@HEMANMFG.COM

5050 Quorum Dr.
Ste 700-102
Dallas, TX 75254

TO:
Laredo Parks and Recreation
Elizabeth Carrera, Leydiana Martinez
Quote: #1232
Date : June 13, 2024

Description	Quantity	Unit Price	Cost
HM-CG002 Circle Gym Station	1	US$13,950	US$13,950
Including: 6 Exercise Stations			
Blue/Blue			
Shipping and Installation	1	US$ 1,500	US$ 1,500
Discount			US$ 500
		Total	US$14,950.(

Please make checks payable to HM Outdoor, LLC
Estimate Delivery Date : 6 weeks after deposit
Payment Terms : 50% deposit, 50% at delivery

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 34.**

SUBJECT
Authorizing the City Manager to award a construction contract to Midas Construction, LLC. utilizing Buy Board #783-25, Laredo Texas in the amount of $545,000.00 for the reconstruction of the Tug Lane project on the west side of the Laredo International Airport. The contract time is 90 working days. Funding is available in the Laredo International Airport Fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Bids were solicited from contractors for Tug Lane project. The following bids were received for the project. The lowest bidder was Midas Contractors, LLC in the amount of $545,000.00

Contractor	Total Base Bid	Allowance	Total Bid
RAVA Construction, LLC	$524,701.60	$25,000.00	$549,701.60
Noble	$560,376.00	$25,000.00	$585,376.00
Midas Contractors, LLC	$520,000.00	$25,000.00	$545,000.00

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
High
Supporting goal(s)/policy(ies):
Policy 4.15.2 The Laredo International Airport Master Plan and Airport Layout Plan as approved by the Federal Aviation Administration (FAA) supports infrastructure improvements and capital improvements for facilities, hangars & air cargo warehouses
Summary of alignment:
The Viva Laredo plan and Laredo International Airport are closely aligned, with the airport acting as a critical infrastructure asset that enables tourism, economic growth, and cross-border collaboration. While the airport's current scale limits global reach, it still plays a central role in achieving the plan's objectives by improving accessibility and supporting regional development.

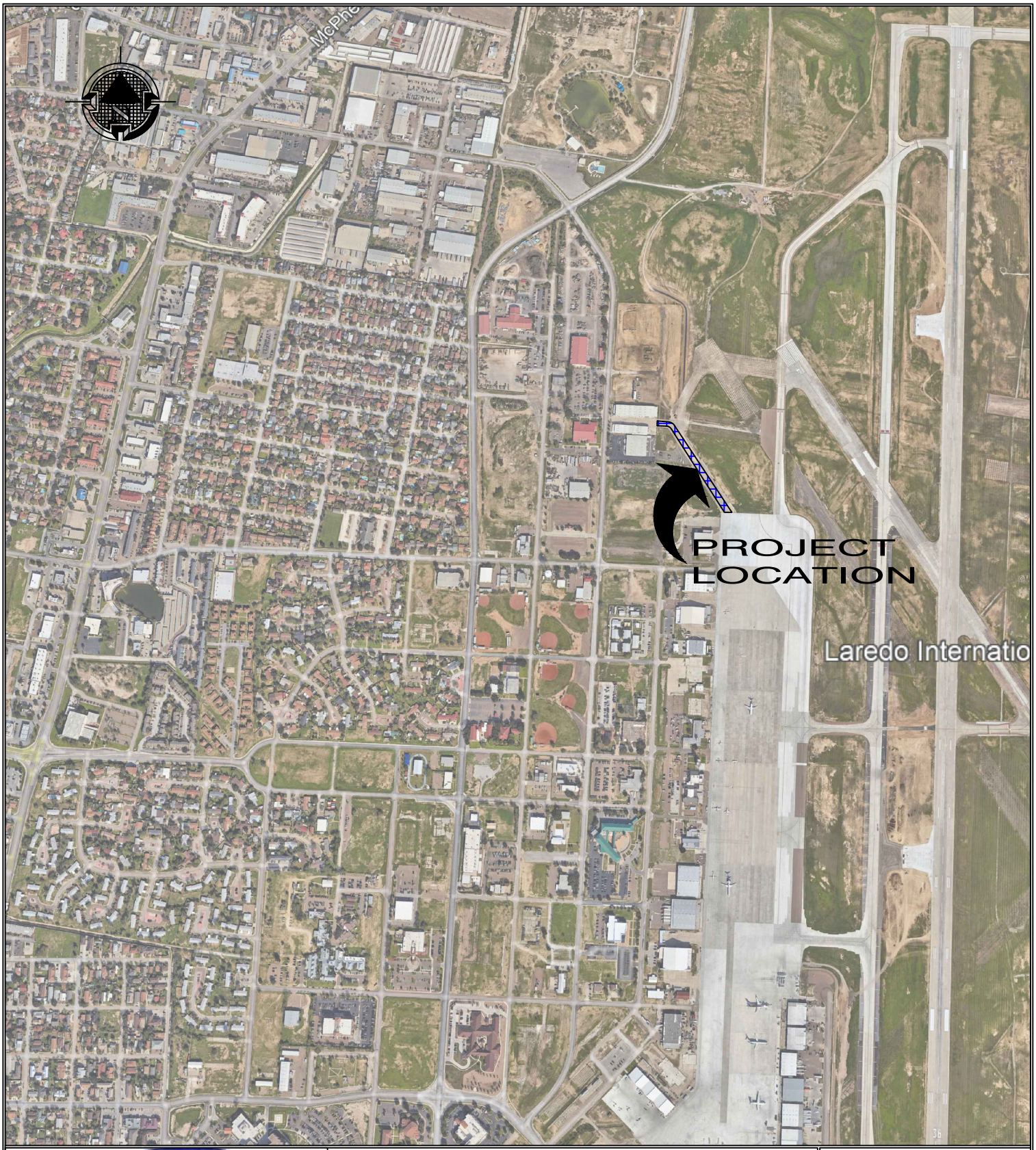
COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approve Motion

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Laredo International Airport Fund
Account #:	242-36-10-583-20-10
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
Funding is available in the Laredo International Airport Fund account 242-3610-583-2010.

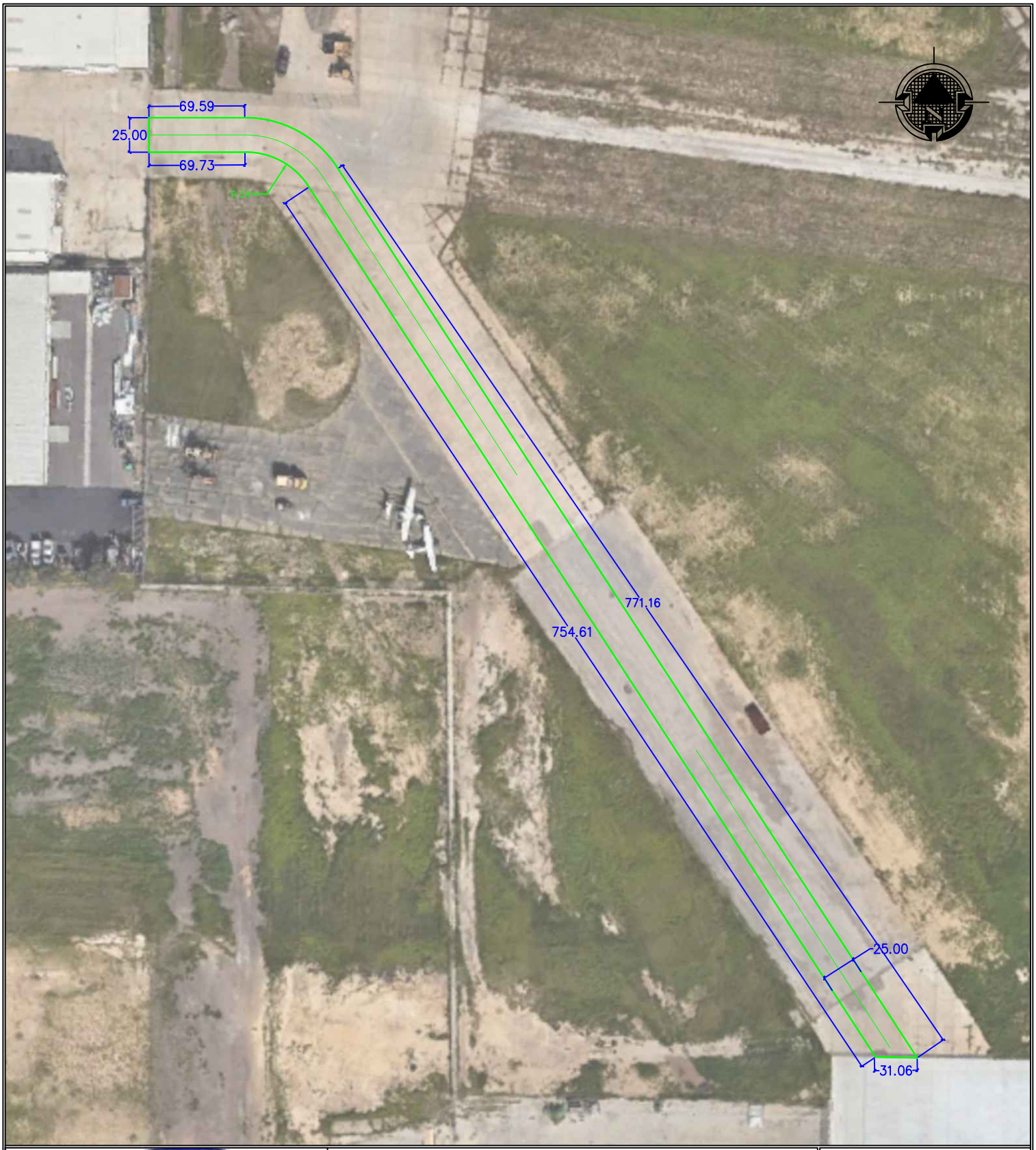


LAREDO
INTERNATIONAL AIRPORT

Concrete Road
5210 Bob Bullock Loop
Laredo, Texas

VICINITY MAP

Date:
3/09/2026
Scale:
NTS
Drawn By:
Oscar Martel, E.I.T.
Reviewed By:
Oscar Martel, E.I.T.
Page:
1 of 4

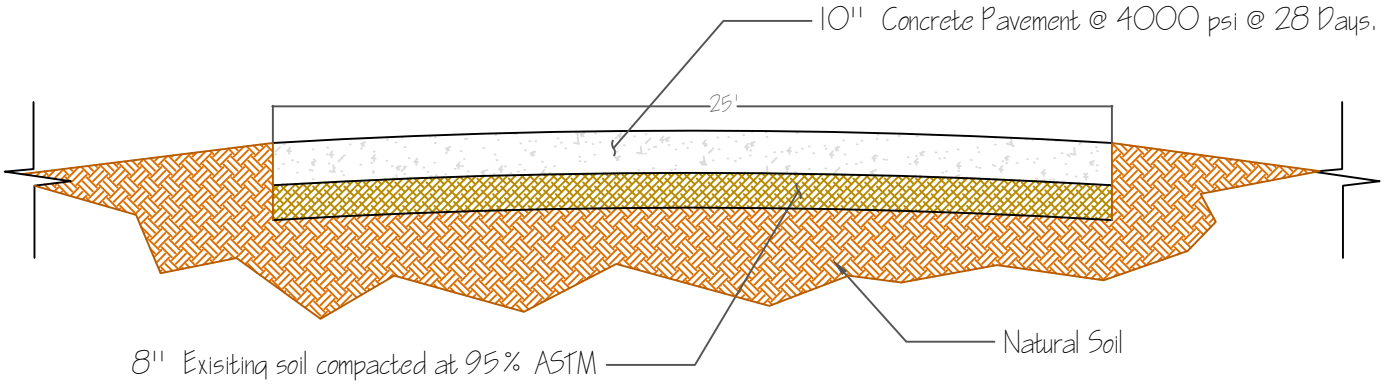


LAREDO INTERNATIONAL AIRPORT

Concrete Road
5210 Bob Bullock Loop
Laredo, Texas

DIMENSIONS

Date:
3/09/2026
Scale:
NTS
Drawn By:
Oscar Martel, E.I.T.
Reviewed By:
Oscar Martel, E.I.T.
Page:
1 of 4



Section 1/ 2 & 2/ 2

1. Remove Existing Concrete Pavement (Full Depth)
2. Remove Existing Asphalt Pavement (Full Depth)
3. 10 in. Concrete Pavement 4000 psi @ 28 Days.
4. 8 in. SubBase Course at 95% Compaction Tex-113
5. Contractor shall verify field measurements.

LAREDO INTERNATIONAL AIRPORT

Concrete Road
5210 Bob Bullock Loop
Laredo, Texas

VICINITY MAP

Date: 3/09/2026
Scale: NTS
Drawn By: Oscar Martel, E.I.T.
Reviewed By: Oscar Martel, E.I.T.
Page: 1 of 4

Bid Package Specification:

10-Inch Concrete Pavement

1. Scope

Construction of **10-inch thick Portland cement concrete (PCC) pavement** on an **existing subbase of unknown condition**, reinforced with **#5 rebars at 12-inch on-center (o.c.)**, with **15-foot transverse construction joints**, sealed with **cedar-compatible flexible joint sealant**.

The **Contractor shall bear all costs for laboratory testing selected by Laredo International Airport**, which shall be **inspected and approved by the City of Laredo**.

---

2. Subgrade and Subbase

1. The existing subbase is **unknown in type and condition**. The Contractor shall:
    - Excavate, proof-roll, and remove any unstable material.
    - Replace or repair subbase as necessary to provide a firm, uniform support.
2. All new or repaired subbase shall conform to **Tex-113-E** for moisture-density relationships.

---

3. Concrete

1. Concrete shall have a **minimum 28-day compressive strength of 4000 psi**.
2. Concrete shall be durable, and suitable for pavement applications.
3. Mix design, maximum water-cement ratio, and admixtures shall comply with standard PCC pavement practices.
4. **#5 rebars shall be placed at 12-inch o.c. both longitudinally and transversely** to reinforce the slab.

---

4. Pavement Thickness

- Minimum **10 inches** thick measured from top of prepared subbase to finished surface.
- Thickness variation shall not exceed ±0.25 inch.

---

5. Construction Joints

1. **Transverse construction joints** every 15 feet.
2. Joints shall be formed to full depth with **cleaned faces**.
3. Joints shall be sealed with a **flexible cedar-compatible sealant** applied per manufacturer's instructions.

---

6. Finishing and Curing

1. Finish pavement to a **smooth, uniform surface** with correct grade and cross slope.
2. Cure concrete for a **minimum of 7 days** using wet coverings, curing compounds, or approved methods to prevent moisture loss.

---

7. Construction Tolerances

Item	Tolerance
Pavement thickness	±0.25 inch
Surface smoothness	0.10 inch in 10 feet straightedge
Transverse and longitudinal joint spacing	±1 inch
Rebar spacing	12-inch o.c. ±0.5 inch

---

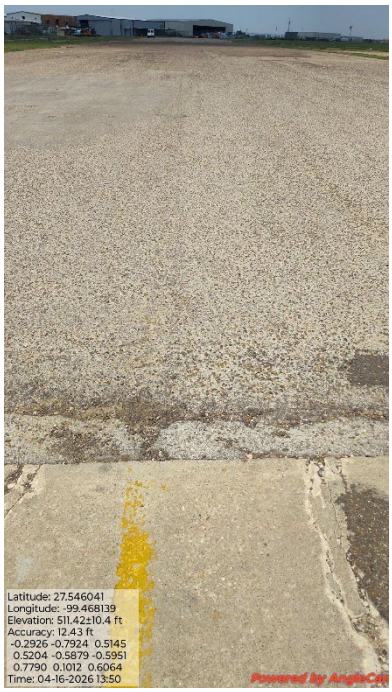
8. Testing and Quality Control

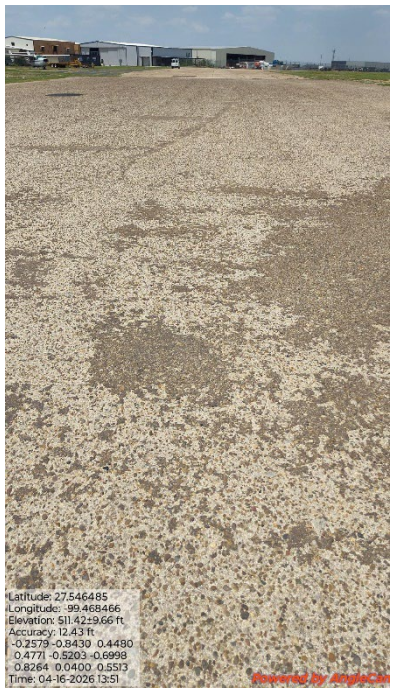
1. Concrete compressive strength tested at 7 and 28 days.
2. Subbase compaction and moisture-density verified per **Tex-113-E**.
3. **All laboratory testing shall be paid for by the Contractor and inspected by the Laredo International Airport**.
4. Joint sealant shall be inspected for **continuity, adhesion, and proper installation**.
5. Any work failing to meet specifications shall be **removed and replaced at Contractor's expense**.

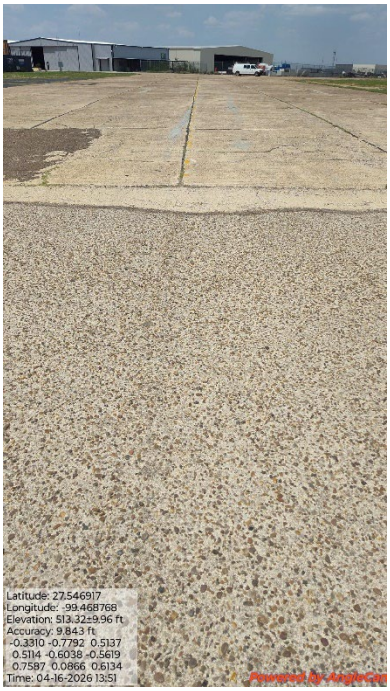
Overall Project Description

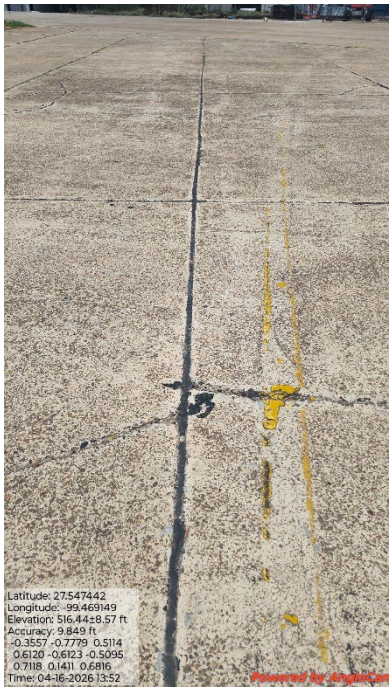
- 10-inch PCC pavement
- #5 rebars at **12-inch o.c.**
- 15-foot construction joints with cedar-compatible sealant
- 4000 psi concrete
- Tex-113-E subbase
- Contractor-paid, city-inspected testing

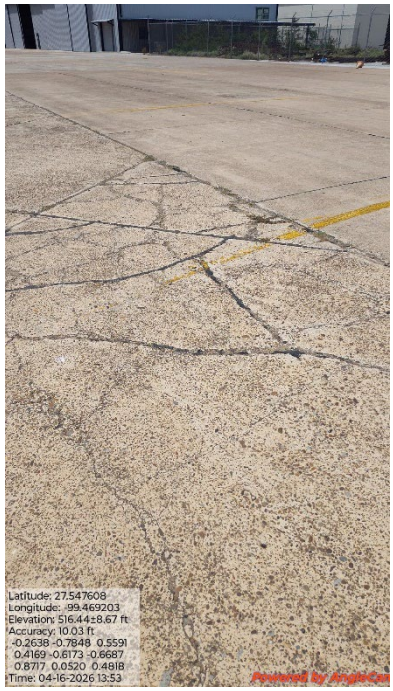
Existing Pavement Conditions











LAREDO INTERNATIONAL AIRPORT

CONCRETE PAVEMENT TAXIWAY

CORPORATE
108 SOUTH MAIN STREET
LA FERIA, TEXAS 78559

CENTRAL TEXAS
4764 RESEARCH DRIVE
SAN ANTONIO, TEXAS 78240

HOUSTON
9000 SOUTHWEST FWY, SUITE 330
HOUSTON, TEXAS 77074

NOBLETX.COM

April 13, 2026

Mr. Oscar Martel
Laredo International Airport
Laredo, TX

RE: Proposal – 10 Inch Concrete Pavement Taxiway

Mr. Martel
Noble Texas Builders is pleased to provide you our proposal for 10 Inch Concrete Pavement Taxiway at the Laredo International Airport in Laredo, TX. Below are Assumptions and Clarifications based on the information provided and our understanding of the proposed scope of work.

Estimated Cost:	$585,376.00
Bonds	$9,354.00
Insurance	$4,252.00
Owner Contingency	$25,000.00

***Proposal is valid for thirty (30) days only**

General Requirements	
Inclusions	• *Supervision* • *Mobilization and Staging* • *Insurance* • *Safety requirements* • *Bonds* • *Traffic control/barricades* • Concrete and Compaction Testing
Assumptions / Exclusions	• *Project duration 4 weeks.* • *Project Carries $25,000.00 In Owner Contingency for Unknown Subgrade Conditions.* • *Project Carries $5,000.00 Allowance for Concrete & Compaction Testing Allowance* • *Work to pe performed during normal business hours*
Demolition	
Inclusions	• *Provide all equipment, material and labor to:* • *Sawcut to provide a clean cut for demolition of existing pavement.* • *Demolition of existing pavement (10" depth) 25,000 SF.* • *Haul off all spoils.*
Assumptions / Exclusions	• Excludes any SOW not listed on proposal or provided documents.
Concrete	
Inclusions	• *Provide all equipment, material and labor to:* • *Prepare subgrade and recompact 8"* • *Furnish and install #5@12"OC BW rebar* • *Form, tie and pour finish for 25,000 SF , 4,000 PSI 10" thick* • *Laser screed* • *15 ft joints cedar-compatible joint sealant per spec.* • *Concrete pump included* • *Concrete will be poured in 2 days*
Assumptions / Exclusions	• *Excludes work not listed on scope of work* • *Excludes any work not listed in provided documents*

TOTAL PROJECT COST: $585,376.00

ON BEHALF OF OUR TEAM,

THANK YOU FOR CONSIDERING NOBLE.

Cuauhtemoc Torres
Project Executive

NOBLE TEXAS BUILDERS, LLC
4764 Research Drive, San Antonio, TX 78240.
956.277.0708 (Ph) 956.277.0705 (Fax)
956.223.5271(Cell)
www.nobletx.com

Owner Approval
Laredo International Airport

By: _____

Date: _____

Laredo, April15, 2025

Airport Pavement Improvement Project
10-Inch Portland Cement Concrete Pavement

To: Oscar Martel, E.I.T. - Construction Superintendent - Laredo International Airport

Budgetary proposal – Construction of 10-Inch PCC Pavement

Dear Oscar Martel,
Please find below our **budgetary proposal** for the construction of **10-inch-thick Portland Cement Concrete (PCC) pavement** at **Laredo International Airport**, prepared in accordance with the **Bid Package Specification for 10-Inch Concrete Pavement**.

Scope of Work Overview:
RAVA Construction, LLC will provide all labor, materials, equipment, supervision, and incidental items necessary to construct the proposed **10-inch PCC pavement** in compliance with the bid specifications, City of Laredo standards, and airport inspection requirements.
The scope includes, but is not limited to, the following:

1. ***Mobilization & Demolition***
   - Ensure OSHA-compliant working area protection.
   - Demolition and removal of existing pavement within the designated work area.
   - Proper disposal of demolished materials in accordance with applicable regulations.
2. ***Subgrade Preparation***
   - Proof-rolling of existing subgrade.
   - Excavation and removal of unstable or unsuitable material as encountered.
   - Preparation and reconditioning of subgrade to provide uniform, firm support.
   - Moisture-density compliance testing in accordance with Tex-113-E.
   - Subgrade pricing assumes localized repairs only; extensive subbase replacement, if required, shall be addressed by change order.
3. ***Concrete Pavement Construction:***
   - Placement of 10-inch-thick Portland Cement Concrete pavement.
   - Concrete to achieve a minimum 28-day compressive strength of 4,000 psi.
   - Reinforcement with #5 rebar installed at 12 inches on center (o.c.), both longitudinally and transversely.
   - Pavement thickness tolerance of ±0.25 inches.
   - Surface smoothness tolerance of 0.10 inch in 10 feet.
4. ***Joints, Finishing, and Curing***
   - Installation of transverse construction joints at 15-foot intervals.
   - Joint sealing with a flexible, cedar-compatible sealant applied per manufacturer recommendations.
   - Final finishing to achieve proper grade, cross slope, and uniform surface.
   - Concrete curing for a minimum of seven (7) days using approved curing methods.
5. ***Testing and Quality Control***
   - All required laboratory testing for subgrade and concrete shall be paid for by the Contractor.
   - Concrete compressive strength testing at 7 and 28 days.
   - All testing is to be inspected and approved by Laredo International Airport and the City of Laredo.
   - Any work failing to meet specifications shall be removed and replaced at the Contractor's expense.

Description	Amount
1. Mobilization and Demolition	**$ 122,560.00**
o Ensure OSHA-compliant working area protection.	
o Demolition and removal of existing pavement within the designated work area.	
o Proper disposal of demolished materials in accordance with applicable	
2. Subgrade Preparation	**$ 14,061.60**
o Proof-rolling of existing subgrade.	
o Excavation and removal of unstable or unsuitable material as encountered.	
o Preparation and reconditioning of subgrade to provide uniform, firm support.	
o Moisture-density compliance testing in accordance with Tex-113-E.	
o Subgrade pricing assumes localized repairs only; extensive subbase replacement, if required, shall be addressed by change order.	
3. Concrete Pavement Construction:	**$ 379,680.00**
o Placement of 10-inch-thick Portland Cement Concrete pavement.	
o Concrete to achieve a minimum 28-day compressive strength of 4,000 psi.	
o Reinforcement with #5 rebar installed at 12 inches on center (o.c.), both longitudinally and transversely.	
o Pavement thickness tolerance of ±0.25 inches.	
o Surface smoothness tolerance of 0.10 inch in 10 feet.	
4. Joints, Finishing, and Curing	
o Installation of transverse construction joints at 15-foot intervals.	
o Joint sealing with a flexible, cedar-compatible sealant applied per manufacturer recommendations.	
o Final finishing to achieve proper grade, cross slope, and uniform surface.	
o Concrete curing for a minimum of seven (7) days using approved curing methods.	
5. Testing and Quality Control	**$ 8,400.00**
o All required laboratory testing for subgrade and concrete shall be paid for by the Contractor.	
o Concrete compressive strength testing at 7 and 28 days.	
o All testing is to be inspected and approved by Laredo International Airport and the City of Laredo.	
o Any work failing to meet specifications shall be removed and replaced at the Contractor's expense.	
6. Owner Contingency	**$ 25,000.00**
Total Bid Price	**$ 549,701.60**

Assumptions and Clarifications

- Actual subsurface conditions are unknown.
- Proposal assumes no extensive full-depth subbase replacement beyond localized repairs.
- This proposal is considered budgetary, field verification, and final scope definition.

Total Budgetary proposal – Construction of 10-Inch PCC Pavement: *$549,701.60*
Client contingency included: $25,000.00
Material delivery time: 14 days
Execution Timeframe: 90 days
Quotation valid for: 30 days

Please let us know if you require any additional details or adjustments to the scope.

RAVA Construction, LLC

Francisco Paz,
Business Unit Leader
RAVA Construction, LLC

Midas Contractors, LLC.
2710 Zacatecas
Laredo, TX 78046

April 8, 2026

Owner: City of Laredo
Project: Concrete Road
Location: Laredo International Airport

PROPOSAL

SCOPE OF WORK:
Midas Contractors will provide all labor, material, equipment, and supervision necessary to perform the following work.

Concrete Road

1.- Sawcut & remove approximately 10" of existing concrete pavement, to be hauled off from site and disposed.	$	520,000.00
2.- Remove existing asphalt pavement.		
3.- Compact 8" of existing subbase soil to 95% compaction.		
4.- Existing subbase to be proof-rolled.		
5.- Place #5 bars at every 12" O.C. Each way with 15' construction joints, to be sealed with cedar-compatible flexible joint sealant.		
6.- Pour 4000psi concrete in approximately 24,0700 SF to be 10" thick.		
7.- Finish pavement to a smooth, uniform surface.		
8.- Apply curing compound to finished concrete surface.		
9.- Clean area and remove any debris from site.		
10.- As per specification and plans dated 3/9/2026		
Owner Contingency allowance, to be used for unforeseen circumstances	$	25,000.00

 # 783-25

Notes:
Laboratory testing fees included.

TOTAL: $ 545,000.00

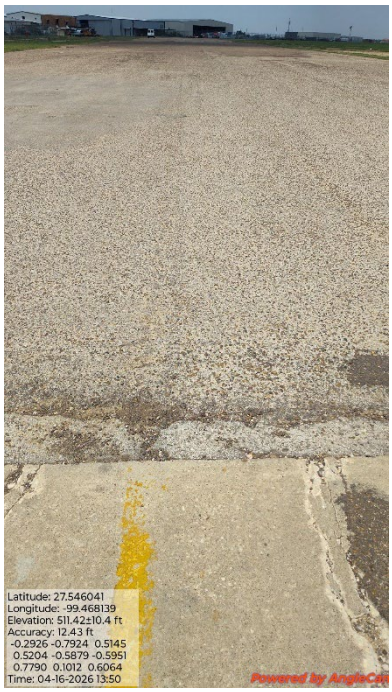
FIVE HUNDRED FOURTY-FIVE THOUSAND DOLLARS and 00/100

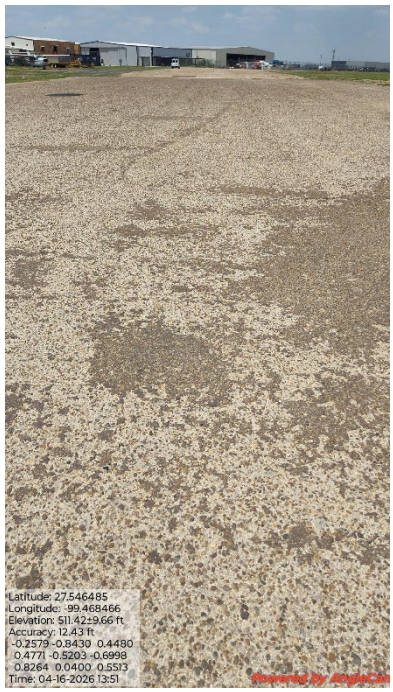
a) Any item, job or service not mentioned in this estimate, will be consider as "NOT INCLUDED".
b) Client must allow adequate time & space for contractor to perform the task in a professional manner.
c) This proposal is valid for 30 days.

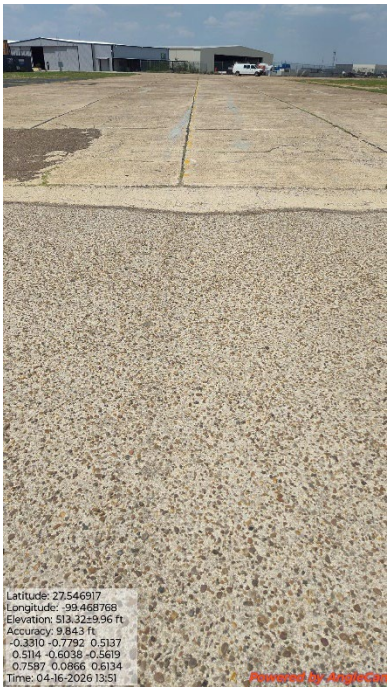
Sincerely,

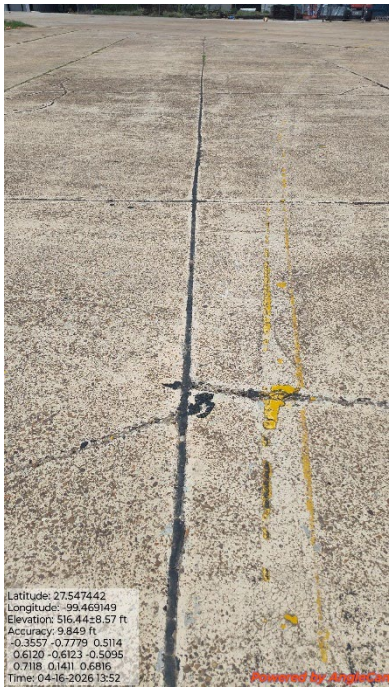
Patricia Contreras
Midas Contractors, LLC.
(956)625-8259

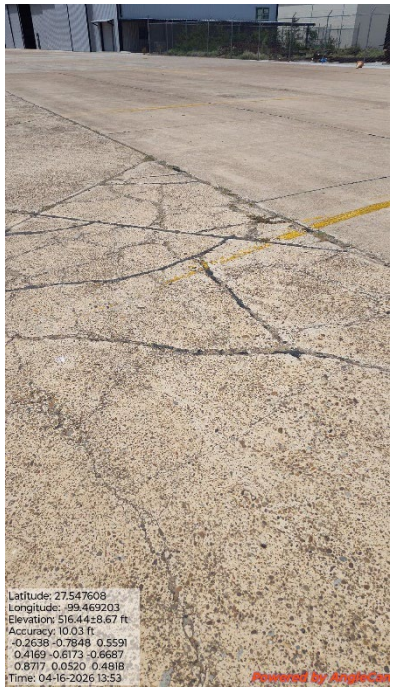
Existing Pavement Conditions











BuyBoard Vendor Contract Information Summary

Vendor	Midas Contractors, LLC
Contact	Nelso Molina
Phone	(956) 231-9142
Email	NELSO@MIDASCONTRACTORS.COM
Vendor Website	n/a
TIN	83-2491550
Address Line 1	2710 Zacatecas St.
Vendor City	Laredo
Vendor Zip	78046
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	California, Colorado, Florida, Georgia, Kansas, Missouri, Oklahoma, Texas
Contract Name	Job Order Contracting (JOC) RSMeans for Trades
Contract No.	783-25
Effective	10/01/2025
Expiration	09/30/2030
Accepts RFQs	Yes

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 35.**

SUBJECT
Consideration to award a service contract to Metro Elevator Central Texas, of Austin TX, in the amount not to exceed $308,100.00, for the modernization of two elevators located at Bridge 1 Gateway to the Americas, unit #1 (TXE66127) and unit #3 (TXE66129) using OMNIA contract # 159575. Funding is available in the Bridge 2022 Revenue Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo Bridge Department received a proposal from Metro Elevator Central Texas for the modernization of two hydraulic elevators at Bridge 1, unit #1 (TXE66127) and unit #3 (TXE66129). The two existing elevator units are over 20 years old and have reached the end of their service life. Aging components have led to reliability issues, frequent interruptions, and increased maintenance, with parts now obsolete and difficult to source. Modernization is needed to meet current safety standards, improve efficiency, and ensure reliable daily operation for the public and staff.
Pricing is based on the preliminary site survey and the information included in the proposal from Metro Elevator.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	2022 Revenue Bond
Account #:	553-9881-535-9301

Change Order: Exceeds 25% Y/N: n/a

FINANCIAL IMPACT:
Funding was appropriated from 2022 Revenue Bond to the Bridge System Fund.

April 9, 2026

To:
City of Laredo Bridge System

Proposal #: M2026-78
OMNIA Contract#: 159575

Equipment Location:
Laredo Bridge Systems Bridge 1
1209 Water St
Laredo, TX 78040

Equipment:
(2) Passenger hydraulics
Unit #1 – TXE66127
Unit #3 – TXE66129

Metro Elevator is pleased to provide the following proposal for the modernization of the two hydraulic elevators at the location referenced above. Pricing is based off our preliminary site survey and the information included in this proposal.

Modernization Proposal Price: **$308,100.00**
Three hundred eight thousand, one hundred dollars, and 0/100 cents

This proposal is valid for forty-five (45) days from the date above. Please note the above price does not include applicable taxes.

We look forward to the opportunity to serve you. Should there be any questions upon review, please contact the local Metro team.

Sincerely,

Michael Trahan
Modernization Sales Executive
Metro Elevator Central Texas
(512) 945-7010
michaeltrahan@metro-elevator.com

Terms & Conditions from OMNIA Contract# 159575 shall govern this proposal.

Scope of Work

If equipment is not listed as new and/or refurbish herein, the equipment shall be retained (see summarization of parts below).

Summarization of Parts – Unit #1 & #3

Description	Retain	Refurbish	New	Other
Machine Room and Hoistway				
Elevator Controller - Smartrise			X	
Submersible Power unit (tank, motor, pump, valve, oil)			X	
Landing System			X	
Machine Room and Hoistway Wiring			X	
Traveling Cable			X	
Rails, Rail Fastenings and Brackets	X			
Oil Cooler			X	
Hoistway Switches			X	
Elevator Car Equipment				
Car Enclosure and Platform	X			
Car Guide Assemblies			X	
Elevator Safeties	X			
Top of Car Inspection Station			X	
Car Interior and Fixtures (MAD Fixtures)				
Car Operating Panel (C.O.P.) 1 Qty/ Per Car			X	
Car Call Illuminated Pushbuttons			X	
Other Pushbuttons / Key Switches			X	
Alarm Pushbutton			X	
Door Open Pushbutton			X	
Door Close Pushbutton			X	
Emergency Stop Keyswitch			X	
Independent Service Keyswitch			X	
Cab Lighting Keyswitch			X	
Fan (2 Speed) Keyswitch			X	
Emergency Light Test Pushbutton			X	
Two Way Communication: Per ASME A17.1 Code			X	
Firefighters Service Panel			X	
Digital Car Position Indicator			X	
Floor Destination Voice Annunciation			X	
Emergency Hands Free Telephone			X	
Emergency Light Unit with Alarm Bell			X	
ADA Compliant Braille Labeling			X	
Cab Interior Allowance	X			ALT
Car Door Equipment				
Car Door Operator – GAL			X	
Door Panels (Car)	X			

Terms & Conditions from OMNIA Contract# 159575 shall govern this proposal.

Description	Retain	Refurbish	New	Other
Door Track, Header, and Hanger Assemblies	X			
Door Gibs			X	
Door Clutch with Zone Lock			X	
Infrared Door Protection System			X	
Hallway Fixtures				
Hall Pushbutton Stations (Each landing)			X	
Illuminated Hall Call Pushbuttons (each Hall Station)			X	
Fire Service Phase I Keyswitches (at designated landing)			X	
Access Keyswitches (Top and Bottom Landings)			X	
Car Riding Lanterns			X	
Hallway Entrances and Door Equipment (per landing)				
Entrances and Door Frames	X			
Door Panels	X			
Door Track, Header and Hanger Assemblies	X			
Pick-up Roller Assemblies	X			
Sight Guards	X			
Door Closers	X			
Gibs			X	
ADA Compliant Jamb Braille Plates			X	
Door Interlock Assemblies			X	
Elevator Pit Equipment				
Emergency Stop Switch			X	
Pit Ladder	X			
Cylinder and Piston	X			
Packing			X	
Buffers		X		

Exclusions:

Work by other trades shall be provided by the customer. Please see attachment “Work by Others” for more information.

Alternate(s):

Cab Interior Upgrades (laminate wall paneling, handrail(s), stainless steel drop ceiling w/LED lighting); Design TBD.

Additional $35,000.00/car _____ (initial here to accept)

Project Schedule & Working Hours

All work described above will be performed during regular working hours of regular working days (Monday thru Friday; 7am – 3:30pm; not including IUEC holidays). No overtime work is included herein; should it be required, please request an accelerated or alternate schedule from Metro. Additional cost shall apply.

Terms & Conditions from OMNIA Contract# 159575 shall govern this proposal.

Please find the estimated schedule and lead times below. Please add additional time in between the submittal package and manufacturing for ownership to review and approve submittals. Timeline to begin once contract is fully executed; material is not to be ordered until initial payment is received.

Work shall be done on one (1) elevator at a time, such that one (1) elevator may remain in service during the modernization period.

Units #1 & #3	
Submittal Package	**4-6 Weeks**
Manufacturing	**16-20 Weeks**
Installation (per car)	**5 Weeks**

Schedule of Values

Schedule of values for the above work shall be as follows. Invoices shall have a net thirty (30) day term. Late payments shall be assessed with a monthly interest charge of 2%. Any applicable taxes are not included in the amounts shown below.

Units #1 & #3	
Initial Payment (35%) to be paid prior to manufacturing of equipment	**$107,835.00**
Progress Payments (65%) to be billed as material is delivered and work is performed	**$200,265.00**
Total Modernization Price: $308,100.00	

Client Authorization

This proposal, when accepted by you, is subject to the terms and conditions attached. Price is subject to change if not accepted within forty-five (45) days.

Customer
***Approved by Authorized Representative**

Signature: _____

Date: _____

Name: _____

Title: _____

Company: _____

Metro Elevator

Signature: _____

Date: _____

Name: _____

Title: _____

Terms & Conditions from OMNIA Contract# 159575 shall govern this proposal.

Terms and Conditions

Acceptance of the proposal by the Customer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Metro Elevator to commence work or preparation for work will constitute acceptance of this Proposal and all its terms & conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.

The Customer or Customers herein agree that Metro Elevator shall retain title to all materials and equipment delivered and placed upon any real property owned by Customer until final payment is made; that Metro Elevator shall have a lien thereon for any sums remaining unpaid, either for materials or labor or both, furnished under the terms of this Agreement. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection including reasonable attorneys' fees, shall be paid by Customer.

If the Customer fails to make payment to Metro Elevator as herein provided, then Metro Elevator may stop work without prejudice to any other remedy it may have.

Customer is to prepare all work areas so as to be acceptable for Metro Elevator work under this Agreement. Metro Elevator will not be called upon to start work until sufficient areas are ready to ensure continued work until job completion.

After acceptance of this Proposal as provided, Metro Elevator shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Metro Elevator shall not be responsible for delays or faults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the government, owner, general contractor, architect and/or engineers, armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods and acts of God.

All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. Metro Elevator's obligation under this warranty shall be limited to repairing, replacing, or issuing credits for- at Metro Elevator option- any products or services it finds to be defective in material or workmanship. In no event shall Metro Elevator be liable for incidental, consequential, or indirect damages of any kind. Metro Elevator shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work. **THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE**.

All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

The Customer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Metro Elevator for delays or causes attributed to other contractors or arising outside the scope of this Proposal.

From and after delivery to job site of the materials covered hereby, the Customer shall assume, pay for and indemnify Metro Elevator against any and all damages to or loss or destruction of such materials by any cause whatsoever, except causes directly attributable to the negligence of Metro Elevator employees or agent(s) irrespective of whether the same may then be in any wise and to any extent erected, completed or accepted, and whether any part of the purchase price hereunder shall have then accrued.

All claims or causes of action arising from this Contract shall be brought in the United States District Court for the respective jurisdiction.

Terms & Conditions from OMNIA Contract# 159575 shall govern this proposal.

Work By Others – Where Applicable

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses, or setbacks over two inches, except for the loading or unloading side.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance. Note, please confirm with your governing jurisdiction the requirement for weatherproof devices in the event the hoistway is sprinkled.
3. Pit ladder meeting all required clearances must be provided, per elevator. Location to be coordinated by your Metro Elevator installation professional.
4. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required. Maintain the require fire rating of the shaft.
5. Cutting and patching walls and floors, and grouting of all sills to prevent tripping hazards. Patching and grouting around all frames as applicable to maintain the required fire rating.
6. In the event of taller floor to floor height, horizontal header supporting means should be incorporate. Consult your Metro Elevator installation professional for sizing, locations and feasibility.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.
8. Sprinklers, where required, shall be located at the top and bottom of the hoistway per NFPA 13-2010 requirement 8.15.5.6 (see also 8.15.5.3 and A.8.15.5.3) or per other prevailing codes. Smoke detectors to initiate fireman's return service as required, in locations required by local codes.
9. Provide rail attachment points in hoistway to support the rated loads shown. Rail attachment points are required at indicated vertical locations and should align on a vertical plane. Intermediate supports if required should be suppled. This also includes require divider beams if applicable. Attachment points should be readily accessible, clean and should not encroach into the clear hatch dimensions.
10. Hoistbeam positioned per the elevator shop drawings to support a minimum of 7,500 pound static load.
11. Machine beam supports as indicated to withstand the corresponding imposed loads.
12. Adequate drainage as dictated by IBC and IPC to include oil remediation as required. Sump pumps, sump recesses and protecting grates may be required. If a sump pump is used, there must be a separate simplex circuit provided. The amount of drainage on a per hour basis is per elevator, not per shaft (shared shaft).
13. Hoistway Access doors for access to rope grippers, governors and/or other accessible devices are to be provided as needed. These doors should be lockable and maintain the proper labeling and fire rating.
14. For pits deeper than 10' or where a walk-in pit is provided, a pit access door should be provided.
15. Work platforms both temporary or permanent if required should be included. This is applicable to both machine and buffer access locations. Removal of temporary platforms if required for the associated installation is by others.

Machine Room / Control Space

1. All ASME A17.1 and NEC code clearances must be adhered to and maintained at all times in any machine / controller space.
2. Enclose/relocate all non-elevator-oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
3. Provide means to regulate control room temperature and humidity between 50° F and 95° F with relative humidity no more than 90% non-condensing.
4. Adequate head room and clearances to all devices should be maintained at all times.

5. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect. This is also applicable to the elevator overhead space for proper machine / controller lighting.
7. Provide a self-closing self-locking machine room door. This door must maintain the proper UL/CSA label and fire rating.
8. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
9. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
10. Provide a telephone outlet near an elevator controller in each machine room.
11. Provide a self-closing and locking access machine room door.
12. Provide an "ABC" fire extinguisher.
13. Provide any required coring in machine room and pit for new oil pipe run.
14. Provide pipe run and location for remote status panels, intercom devices, etc. Pipe sizing should be confirmed by Metro Elevator.
15. Any contacts, signals or transfer switches to communicate with an emergency power source as required.

General Requirements

1. All work is based on the latest applicable edition of the prevailing building code and ASME A17.1 with any corresponding local codes.
2. Unless otherwise indicated the above, work is based on normal working hours Monday through Friday (excluding all IUEC holidays). Due to efficiency reasons, working 4, ten-hour days may be included at the discretion of Metro Elevator.
3. Provide sufficient space for storage of materials on site throughout the duration of the project. Storage should be in close proximity to the elevator shaft at the ground floor.
4. Removable construction barricades must be provided at each opening and at any opening that creates a fall hazard. Barricades must comply with OSHA standards and at a minimum be 42" high with both a kick plate and a mid-guard. Screening or controlled access barriers must be provided at each opening.
5. Dumpster for disposal of existing elevator material and elevator packaging are to be provided, on-site.
6. Craning, forklifts, lulls or other lifting devices may be required depending on the specific elevator application. If required, they are to be provided at no cost to Metro Elevator, as pre-scheduled by both parties.
7. Cab Flooring
8. Power is required for installation and must be 3-phase of the same characteristics of the final building power suitable properly sized for the elevator equipment. 110V/220V feeds must be provided adjacent to the shaft openings for power tools and hoists if required.
9. Jobsite conditions must be dry with a weather tight hoistway.
10. If counterweight guarding is required, it must be provided by others.
11. Should the floor to floor travel exceed 36' an emergency access door between floors may be required.
12. Temporary platforms required for installation of machines, controls, and associated devices may be required based on the type of installation. If require they are to be furnish, installed and removed by trades other than Metro Elevator.
13. Any required raceways from machine room to machine room, shaft to shaft or from remote panels to the machine room, machine space, control room or control space should be provided by others.

The above information should be used as a guide only and is not the sole authority for all work to be performed to provide a complete, code compliant elevator system. All jurisdictional required codes would supersede this

information and should be consulted prior to installation. Metro Elevator is free from liability or cost associated with the failure for other trade contractors to comply with the above information or information as dictated by the prevailing building codes.

— METRO —
ELEVATOR

OMNIA® PARTNERS

Elevator Excellence, Made Easy with OMNIA Partners

COMPREHENSIVE COVERAGE ACROSS THE UNITED STATES

WHY CHOOSE US?

We Employ Industry-Leading Managers
Our reputation has made us a destination employer, so we attract the industry's best. Our Division executives average 23 years' experience.

We Hire Top-Tier Mechanics
Our mechanics are all National Elevator Industry Education Program (NEIEP) trained and members of the International Union of Elevator Constructors (IUEC). We also have multiple Qualified Elevator Inspectors (QEI) on staff.

Leading in Loyalty - Inside and Out
With 97.5% employee satisfaction and 99% customer retention, our loyalty is reflected both in the people who work here and the customers who trust us.

Competitive Pricing
Because we are privately owned and locally operated, we offer competitive pricing and pride ourselves on being good stewards of your money – we have no interest in selling you components you don't need.

End-to-End Transparency
Our customers enjoy transparency in all that we do, from crystal clear contracts, to documented performance, to straightforward billing.

POWER IN PARTNERSHIP

Leverage the power of our partnership today. Metro Elevator was awarded a competitively solicited Region 14 contract, available through OMNIA Partners.

Together, Metro and OMNIA make it easier for members to access trusted elevator maintenance, repair, modernization, and installation services, creating sustainable value through aligned goals, transparent communication, and discounted pricing.

WHO WE ARE

Metro Elevator is an independent, American-owned elevator company focused exclusively on elevator maintenance, repair, modernization, and installation for nearly 40 years. We are one of the top 10 largest elevator companies in the nation and growing fast!

CONTACT US TO LEARN MORE

Contract #159575

Natalie Wray
Vice President, Sales
616-914-8821
nataliewray@metro-elevator.com

LEARN MORE

CENTRAL TEXAS ORGANIZATION

Allyn Ann Campbell
Vice President
512-718-9601
allynanncampbell@metro-elevator.com

Trent Pressley
Vice President, Operations
346-452-8600
trentpressley@metro-elevator.com

Brent Barrett
Sr. Account Mgr.- Austin
737-350-4281
brentbarrett@metro-elevator.com

Michael Trahan
MOD Sales Exec.
512-945-7010
michaeltrahan@metro-elevator.com

Josh Boyer
Field Supervisor
830-888-1883
joshboyer@metro-elevator.com

Mark Maytum
Sr. Account Mgr. – SA
210-374-1118
markmaytum@metro-elevator.com

Carly Pressley
Operations
Project Manager
carlypressley@metro-elevator.com

Bobby Hopper
Field Supervisor
832-465-8917
bobbyhopper@metro-elevator.com

Braden Pressley
Account Mgr.
254-300-3277
bradenpressley@metro-elevator.com

Tana Harper
Office Manager
512-718-8653
tanaharper@metro-elevator.com

SVC, Repair + MOD Technicians

– METRO –
ELEVATOR

MODERNIZATION REFERENCES

1. Property Name: Patriot Heights (5000 Fawn Meadows, San Antonio, TX)
    a. Scope – (1) Hydraulic Elevator Modernization + Turnkey
    b. Completion Date – 1/2025
    c. Contact Name – Amber Rucker-Keno
    d. Contact Phone/Email – 210-744-3850, akeno@ensignservices.net

2. Property Name: BioBridge (6211 I-10, San Antonio, TX)
    a. Scope – (2) Hydraulic Elevator Modernization + Cab Interior Upgrades
    b. Completion Date – 6/2025
    c. Contact Name – Luis Cardona, Senior Facilities Manager
    d. Contact Phone/Email – 210-855-9102, luis.cardona@biobridgeglobal.org

3. Property Name: Kerrville VA Medical Center (3600 Memorial Blvd, Kerrville, TX)
    a. Scope – (1) Traction Elevator w/Machine Replacement
    b. Completion Date – 6/2025
    c. Contact Name – Mike Bangston
    d. Contact Phone/Email – 830-387-9667

4. University of Texas MAI Presidents (110 Inner Campus Drive Austin, TX 78712)
    a. Scope – (2) Traction Elevator Modernizations
    b. Completion Date – 4/2026
    c. Contact Name– Matthew Pike
    d. Contact Phone/Email – 512.373.0023/matthew.pike@utexas.edu

5. Cambridge Towers (1801 Lavaca St. Austin, TX 78701)
    a. Scope – (3) Traction Elevator Modernizations
    b. Completion Date – Project underway
    c. Contact Name – Tom Schurr
    d. Contact Phone/Email – 512.478.7218/tom.schurr@worthross.com

6. Corpus Spohn (5950 Saratoga Blvd. Corpus Christi, TX)
    a. Scope – (7) Traction Elevator Modernizations
    b. Completion Date – (5) units completed 4/2026
    c. Contact Name – Jim Cahill
    d. Contact Phone/Email – james.cahill@christushealth.org

MAINTENANCE REFERENCES

1. Property Name: Yugo Austin Waterloo (2400 Seton Ave, Austin, TX)
    a. Scope – (4) Traction MRL, Full Maintenance
    b. Contact Name/Title – William Heffron
    c. Contact Email/Phone – 484-653-7747

2. Property Name: Healthcare Facilities Development (Multiple Properties)
    a. Scope – (12) Units, Full Maintenance
    b. Contact Name/Title – Cisco Benitez, Chief Building Engineer
    c. Contact Email/Phone – 512-831-8553, cisco_benitez@hcfd.com

3. Property Name: Baptist Medical Center (111 Dallas Street)
    a. Scope – (18) Units, Full Maintenance
    b. Contact Name/Title – Fred Gomez
    c. Contact Email/Phone – fxgome1@baptisthealthsystem.com, 361-455-6463

4. Property Name: Residences at the Triangle
    a. Scope – (7) Hydraulic Units, Full Maintenance
    b. Contact Name/Title – Hollie Baker, Senior Community Manager
    c. Contact Email/Phone – trianglemgr@greystar.com, 512-450-1500

5. Property Name: Bridgepoint Square (6200-6300 Bridgepoint Parkway, Austin, TX)
    a. Scope – (10) Traction & (10) Hydraulics, Full Maintenance
    b. Contact Name/Title – Sam Shannon, Director of Property Management
    c. Contact Email/Phone – samshannon@nassaupm.com, 512-517-2084

6. Union on 24th (701 W. 24th St. Austin, TX)
    a. Scope – (3) Traction Elevators, Full Maintenance
    b. Contact Name – Ashley Holloway
    c. Contact Email/Phone – 737.301.5467; unionon24thmgr@greystar.com

7. Union on San Antonio (2011 San Antonio St. San Antonio, TX)
    a. Scope – (5) Traction Elevators, Full Maintenance
    b. Contact Name – Courtney Cronin
    c. Contact Email/Phone – 737.301.5453; unionsamgr@greystar.com

Elevated Technologies Inc. dba Metro Elevator

Waiting on elevator repairs or answers shouldn't slow you down. Metro Elevator delivers fast, reliable service every time. Whether you need routine maintenance, are planning a modernization, or just want an honest second opinion, we make the process simple, straightforward, and stress-free. Join other facility managers who've made the switch to Metro Elevator and haven't looked back.

Who We Are: Metro Elevator is an independent, American-owned elevator company focused exclusively on elevator maintenance, repair, modernization, and installation for nearly 40 years. We are one of the top 10 largest elevator companies in the nation and growing fast. With comprehensive coverage from coast to coast, we have maintained thousands of elevators nationwide while maintaining a 99% customer retention rate. We look forward to partnerir with you on your next project!

Public Sector

K-12 Education

Higher Education

State & Local Government

Metro Elevator brings a deep understanding of the specific needs and regulations that govern public facilities. Our team is highly familiar with the technical and regulatory requirements that apply to elevators in government buildings, schools, hospitals, transportation hubs, and other public spaces. We ensure that all elevators comply with local, state, and national codes such as the Americans with Disabilities Act (ADA), ASME A17.1, and OSHA standards, which are critical in the public sector.

Our OMNIA Partners contract gives members access to discounted pricing, expedited service, and full transparency – with 24/7 support from certified elevator professionals. Together, Metro Elevator and OMNIA Partners make it easier for organizations to manage their vertical transportation systems safely, efficiently, and cost-effectively.

- **Elevator Product Inspection Services and Other Solutions**

Elevated Technologies Inc. dba Metro Elevator Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have a ss to all contracts, with certain exceptions, in the portfolio and do not need to re-

register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator Product Inspection Services and Other Solutions

Region 14 ESC - TX

Contract Number: 159575

Initial Term: September 2, 2025 through September 30, 2028
Renewal Options: Option to renew for four (4) additional one-year periods through September 30, 2032

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication

- RFP Receipt List

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 36.**

SUBJECT
Consideration to award a service contract to Midas Contractors, LLC. of Laredo TX, in the amount not to exceed $135,800.00, for the installation of a new irrigation system at Bridge 3 Colombia Solidarity using the price based on (TIPS) Contract No. 250902. Funding is available in the Bridge 2022 Revenue Bond.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Laredo Bridge System requested a proposal from Midas Contractors for the installation of a new irrigation system to service the surrounding landscaped areas of the bridge facilities. The proposed project includes the installation of approximately 12,000 linear feet of irrigation piping to supply 228 sprinkler heads, the installation of 33 irrigation valves, and approximately 4,000 linear feet of cable for the irrigation control system. The total cost for the installation is $135,800.00. As part of the project, the existing backflow preventer will be tested to ensure proper functionality. Any necessary repairs to the backflow preventer, if required, may result in additional costs.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	2022 Revenue Bond
Account #:	553-9881-535-9301
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding was appropriated from 2022 Revenue Bond to the Bridge System Fund.

Midas Contractors, LLC.
2710 Zacatecas
Laredo, TX 78046

March 4, 2026

Owner: City of Laredo
Project: Irrigation System
Location: **Colombia Bridge**

PROPOSAL

SCOPE OF WORK:

Midas Contractors will provide all labor, equipment and supervision necessary to perform the following work.

Irrigation System

1.- Install new irrigation system as per drawings attached.
2.- Furnish and install approx. 12,000 LF of pipe to feed all sprinkler heads.
3.- Furnish and install 228 sprinkler heads.
4.- Furnish and install 33 valves through the green areas to provide irrigation to grass and trees.
5.- Furnish and install 4,000 LF of cable for irrigation system.
6.- New system will be connected to exisiting water meter and existing backflow as per indicated.
7.- Boring services in approx. 260 LF will be provided to cross sidewalks and driveway to avoid any sawcutting of concrete.
8.- Clean all debris from site.

NOTE

Existing backflow preventer to be tested to ensure functionality, additional cost may occur if backflow needs any repairs.

TIPS #

250902

TOTAL: $ 135,800.00

ONE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS and 00/100

a) Any item, job or service not mentioned in this estimate, will be consider as "NOT INCLUDED".
b) Client must allow adequate time & space for contractor to perform the task in a professional manner.
c) This proposal is valid for 30 days.

Sincerely,

Paola Alfaro
Midas Contractors, LLC.
956-480-6637

US Customs and
Border Protection –…
CBP COLO
IMPORT
400 ft

The Interlocal Purchasing System

Purchasing Made Personal

Midas Contractors LLC

Printed: April 24, 2026

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	**2710 Zacatecas**
CITY	**Laredo**
STATE	**TX**
ZIP	**78046**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y HUB: Y

SERVING STATES

TX

Overview

General Contractor

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
24060301	Lighting Systems, Parts, and Installations	08/31/2027	Yes
24060302	Lighting Systems, Parts, and Installations (JOC)	08/31/2026	Yes
24060401	Roofing	08/31/2027	Yes
24060402	Roofing (JOC)	08/31/2026	Yes
241001	Job Order Contracting	01/31/2027	Yes
25010401	Trades, Labor, and Materials (NON-JOC)	04/30/2030	Yes
250902	Grounds Maintenance Goods and Services	11/30/2028	Yes
26010402	Trades, Labor, and Materials (JOC)	04/30/2028	Yes

CONTACTS BY CONTRACTS

24060301

Name	Title	Phone	Email
NELSO MOLINA	Managing Member	(956) 231-9142	nelso@midascontractors.com
PATRICIA CONTRERAS	Project Manager	(956) 625-8259	patty@midascontractors.com

24060302

Name	Title	Phone	Email
NELSO MOLINA	Managing Member	(956) 231-9142	nelso@midascontractors.com
PATRICIA CONTRERAS	Project Manager	(956) 625-8259	patty@midascontractors.com

24060401

Name	Title	Phone	Email
Nelso Molina	Managing Member	(956) 231-9142	nelso@midascontractors.com
PATRICIA CONTRERAS	Project Manager	(956) 625-8259	patty@midascontractors.com
Patricia Contreras	Admin Fee	(956) 625-8259	patty@midascontractors.com

24060402

Name	Title	Phone	Email
Nelso Molina	Managing Member	(956) 231-9142	nelso@midascontractors.com
PATRICIA CONTRERAS	Project Manager	(956) 625-8259	patty@midascontractors.com
Patricia Contreras	Admin Fee	(956) 625-8259	patty@midascontractors.com

241001

Name	Title	Phone	Email
Nelso Molina	Manager	(956) 231-9142	nelso@midascontractors.com

Name	Title	Phone	Email
Patricia Contreras	Estimator	(956) 625-8259	patty@romocontractors.com
Ana Cadenas	Admin Fee	(956) 451-2007	ana@romocontractors.com

25010401

Name	Title	Phone	Email
Nelso Molina	Owner	(956) 231-9142	nelso@midascontractors.com
Patricia Contreras	Estimator	(956) 625-8259	patty@romocontractors.com
Ana Cadenas	Admin Fee	(956) 451-2007	ana@romocontrators.com

250902

Name	Title	Phone	Email
Nelso Molina	Member	(956) 231-9142	nelso@midascontractors.com
Patricia Contreras	Estimator	(956) 625-8259	patty@midascontractors.com
Ana Cadenas	Admin Fee	(956) 451-2007	ana@romocontractors.com

26010402

Name	Title	Phone	Email
Nelso Molina	Managing Member	9562319142	nelso@midascontractors.com
Patricia Contreras	Project Estimator	9566258259	patty@midascontractors.com
Ana Cadenas		9564512007	ana@romocontractors.com

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 37.**

SUBJECT
Consideration to authorize a purchase contract with Dell Technologies for thirty-eight (38) Dell Pro Max Micro Desktops and three (3) Dell Pro 14 Laptops in the amount of $104,729.71 through the OMNIA NCPA 01-143 contract. The purchase of this equipment is for the operation and customer service areas. Funding is available in the Laredo Bridge System Operating Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Current computer systems are approaching the end of their optimal lifecycle, resulting in decreased performance, higher maintenance costs and reduced compatibility. These units were last purchased in 2021 and are considered to be obsolete/unserviceable. Best practices recommend the replacement of this equipment every four to five years to maintain productivity and security. This will assist in significantly reducing downtime and improve task completion speed to optimize the operation division’s workflow and the customer service areas at all bridges.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Requesting this purchase be approved in order to maintain operational efficiency and meet the demands of our evolving work environment.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Laredo Bridge System Operating Fund
Account #:	553
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System Operating Fund - Computer Hardware: 553-4010-582-0700, 553-4012-582-0700, 553-4015-582-0700 & 553-4061-582-0700

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000201279657.2**
Total (USD):	**$104,729.71**
eQuote Name:	Bridge 6.1
eQuote Creator:	acastaneda@ci.laredo.tx.us
Quoted On:	Apr. 23, 2026
Expires By:	May. 07, 2026
Company Name:	-
Customer Number:	63489313
Phone:	9567917325
Premier Page Name:	City of Laredo
Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Contract Code:	C000001019611
Customer Agreement Number:	NCPA 01-143

Billing Address:
-
PAYABLE ACCOUNTS
1110 HOUSTON ST
LAREDO , TX 78040-8019

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. New Dell Pro Max Micro Desktop	**11**	**$5,342.45**	**$2,418.18**	**$26,599.98**
Premier discount		- $2,924.27		
2. Dell Compact Form Factor All-in-One Stand - CFS25	**11**	**$187.49**	**$134.99**	**$1,484.89**
Premier discount		- $52.50		
3. Dell UltraSharp 27 Monitor - U2724D	**22**	**$549.99**	**$401.49**	**$8,832.78**
Premier discount		- $148.50		
4. New Dell Pro Max Micro Desktop	**27**	**$4,234.76**	**$1,982.86**	**$53,537.22**
Premier discount		- $2,251.90		
5. Dell Compact Form Factor All-in-One Stand - CFS25	**27**	**$187.49**	**$134.99**	**$3,644.73**
Premier discount		- $52.50		
6. Dell UltraSharp 24 Monitor - U2424H	**27**	**$299.99**	**$218.99**	**$5,912.73**
Premier discount		- $81.00		
7. Dell Pro 14 Laptop	**3**	**$3,129.78**	**$1,488.61**	**$4,465.83**
Premier discount		- $1,641.17		
8. Dell Pro Wireless Keyboard and Mouse – KM5221W	**3**	**$56.24**	**$39.93**	**$119.79**
Premier discount		- $16.31		
9. Dell Travel Bundle	**3**	**$61.86**	**$43.92**	**$131.76**
Premier discount		- $17.94		

Subtotal:	**$104,729.71**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$104,729.71**

Shipping Address:
CITY OF LAREDO
CASTANEDA ANDRES
1102 BOB BULLOCK LOOP
CITY HALL ANNEX
LAREDO , TX 78043-9800

Shipping Method:
FREE Standard Delivery

Product Details

	Qty	Unit Price	Subtotal

1. **New Dell Pro Max Micro Desktop (210-BPRY)**
Order Code: xcto_fcm2250_usrfs

11 **$2,418.18** **$26,599.98**

Module	Description	Product Code	SKU	Qty
Dell Pro Max Micro FCM2250	Dell Pro Max Micro FCM2250 CTO BASE	GOD7CHU	210-BPRY	1
Processor	Intel® Core™ Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)	GLXJO5V	338-CSBY	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Keyboard	Dell Pro Plus Keyboard and Mouse - KM7321W - US English	GDJFLU4	580-BCTR	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Graphics	NVIDIA® RTX™ 2000 ADA, 16 GB GDDR6, 4 mDP to DP adapters	G3MCT2W	490-BKSL	1
Memory	32GB: 2 x 16 GB, DDR5, 5600 MT/s, non-ECC	GVU6CZ5	370-BCVL	1
Storage	512 GB, M.2 2280, TLC PCIe Gen4, SSD, SED Ready	GUR61MG	400-BSWN	1
Additional Hard Drive	No Hard Drive	GMKBO5E	400-AKZR	1
Raid Connectivity	NO RAID	GDPH62U	780-BCZB	1
Wireless	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card, Int Antenna	G5M9P8N	555-BLXB,555-BLXC	1
Systems Management	Intel vPro Enterprise	GB5QW0M	631-BCDG	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	US Power Cord for 280W Adapter	G36E95O	450-BCZJ	1
Documentation/Disks	Documentation	GUX97AW	340-DNBV	1
Driver	Intel BE200 WLAN Driver	G8J5RMB	555-BLZM	1
Packaging	Shipping Material (DAO)	G29ZSVP	340-CBUU,340-DTVM	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Cables and Dongles	No Accessories	GM0AKUV	461-AABV	1
Placemat	Quick Setup Guide	G01X32L	340-DTVN,389-FKHB	1
Network Card	No Additional Network Card Selected (Integrated NIC included)	GPQ31WV	555-BBJO	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Chassis Options	Dell Pro Max Micro Chassis, DAO	GPB3ZH8	321-BLRN	1
UPC Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Dell Precision/Pro Max Desktops TPM	G1MEH6P	340-ACBY	1
Cable Cover	Cable Cover for Compact/Dell Pro Max Micro	G21TWVC	321-BKXH	1
Thermal Cooling	SSD Thermal Heatsink for single SSD	GMCSE26	412-BBZR	1
Optional USB and Video Ports	No Additional Port	GH2ILWN	492-BCLP	1
Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
PCIe I/O Add-in-cards	Not selected in this configuration	GY2RECF	817-BBBC	1

Intel Responsiveness Technologies	Intel Rapid Storage Technology Driver	GBOW57U	409-BCYR	1
Processor Branding	Intel® Core™ Ultra 7 vPro Processor Label	G4ERT3G	389-FJVS	1
EPEAT	Not EPEAT Registered	GQY6H8V	389-DVNR	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Speakers	Internal Speaker	GY5CFD6	520-BBGY	1
Riser Card	Compact/Pro Max Desktops Riser Bracket for Graphic Card	G0B7C1A	330-BCSS	1
Label	FSJ Regulatory Label, 280W	GBGXAR3	389-FKCM	1
Power Supply	280W A/C Adapter, EPEAT5, 7.4MM Barrel, TCO10	G7O621W	492-BFCL	1
Speakers and Soundbars	No External Speaker	GTNM7E2	817-BBBC	1
Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GCKVS5B	717-0330,717-1143,717-1181,989-3449	1
Keep Your Hard Drive	Federal Keep Your Hard Drive Service, 5 Years	GP90MLU	719-9454	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Max Micro FCM2250	GJCAM4B	658-BFVY	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

		Qty	Unit Price	Subtotal
2.	**Dell Compact Form Factor All-in-One Stand - CFS25 (452-BDYY)** Order Code: 452-BDYY	**11**	**$134.99**	**$1,484.89**

Module	Description	Product Code	SKU	Qty
Dell Pro Max Micro All-in-One Stand - CFS25			452-BDYY	11

		Qty	Unit Price	Subtotal
3.	**Dell UltraSharp 27 Monitor - U2724D (210-BKSF)** Order Code: u2724dsap	**22**	**$401.49**	**$8,832.78**

Module	Description	Product Code	SKU	Qty
Dell UltraSharp 27 Monitor - U2724D	Dell UltraSharp 27 Monitor - U2724D	G907HA2	210-BKSF	1
Standard Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G0AP4EM	814-5380,814-5381	1

Qty	Unit Price	Subtotal

4.		**New Dell Pro Max Micro Desktop (210-BPRY)** Order Code: xcto_fcm2250_usrfs	**27**	**$1,982.86**	**$53,537.22**

Module	Description	Product Code	SKU	Qty
Dell Pro Max Micro FCM2250	Dell Pro Max Micro FCM2250 CTO BASE	GOD7CHU	210-BPRY	1
Processor	Intel® Core™ Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)	GLXJO5V	338-CSBY	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Keyboard	Dell Pro Plus Keyboard and Mouse - KM7321W - US English	GDJFLU4	580-BCTR	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Graphics	NVIDIA® RTX™ A1000, 8 GB GDDR6, 4 mDP to DP adapters	GR46BWL	490-BKSR	1
Memory	16GB: 2 x 8 GB, DDR5, 5600 MT/s, non-ECC	GUL18H4	370-BCVT	1
Storage	512 GB, M.2 2280, TLC PCIe Gen4, SSD, SED Ready	GUR61MG	400-BSWN	1
Additional Hard Drive	No Hard Drive	GMKBO5E	400-AKZR	1
Raid Connectivity	NO RAID	GDPH62U	780-BCZB	1
Wireless	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card, Int Antenna	G5M9P8N	555-BLXB,555-BLXC	1
Systems Management	Intel vPro Enterprise	GB5QW0M	631-BCDG	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	US Power Cord for 280W Adapter	G36E95O	450-BCZJ	1
Documentation/Disks	Documentation	GUX97AW	340-DNBV	1
Driver	Intel BE200 WLAN Driver	G8J5RMB	555-BLZM	1
Packaging	Shipping Material (DAO)	G29ZSVP	340-CBUU,340-DTVM	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Cables and Dongles	No Accessories	GM0AKUV	461-AABV	1
Placemat	Quick Setup Guide	G01X32L	340-DTVN,389-FKHB	1
Network Card	No Additional Network Card Selected (Integrated NIC included)	GPQ31WV	555-BBJO	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Chassis Options	Dell Pro Max Micro Chassis, DAO	GPB3ZH8	321-BLRN	1
UPC Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Dell Precision/Pro Max Desktops TPM	G1MEH6P	340-ACBY	1
Thermal Cooling	SSD Thermal Heatsink for single SSD	GMCSE26	412-BBZR	1
Optional USB and Video Ports	No Additional Port	GH2ILWN	492-BCLP	1
Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
PCIe I/O Add-in-cards	Not selected in this configuration	GY2RECF	817-BBBC	1
Intel Responsiveness Technologies	Intel Rapid Storage Technology Driver	GBOW57U	409-BCYR	1
Processor Branding	Intel® Core™ Ultra 7 vPro Processor Label	G4ERT3G	389-FJVS	1
EPEAT	Not EPEAT Registered	GQY6H8V	389-DVNR	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Speakers	Internal Speaker	GY5CFD6	520-BBGY	1

Riser Card	Compact/Pro Max Desktops Riser Bracket for Graphic Card	G0B7C1A	330-BCSS	1
Label	FSJ Regulatory Label, 280W	GBGXAR3	389-FKCM	1
Power Supply	280W A/C Adapter, EPEAT5, 7.4MM Barrel, TCO10	G7O621W	492-BFCL	1
Speakers and Soundbars	No External Speaker	GTNM7E2	817-BBBC	1
Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GCKVS5B	717-0330,717-1143,717-1181,989-3449	1
Keep Your Hard Drive	Federal Keep Your Hard Drive Service, 5 Years	GP90MLU	719-9454	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Max Micro FCM2250	GJCAM4B	658-BFVY	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

		Qty	Unit Price	Subtotal
5.	**Dell Compact Form Factor All-in-One Stand - CFS25 (452-BDYY)** Order Code: 452-BDYY	**27**	**$134.99**	**$3,644.73**

Module	Description	Product Code	SKU	Qty
Dell Pro Max Micro All-in-One Stand - CFS25			452-BDYY	27

		Qty	Unit Price	Subtotal
6.	**Dell UltraSharp 24 Monitor - U2424H (210-BKRR)** Order Code: u2424hsap	**27**	**$218.99**	**$5,912.73**

Module	Description	Product Code	SKU	Qty
Dell UltraSharp 24 Monitor - U2424H	Dell UltraSharp 24 Monitor - U2424H	GC1FSL5	210-BKRR	1
Standard Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G0AP4EM	814-5380,814-5381	1

		Qty	Unit Price	Subtotal
7.	**Dell Pro 14 Laptop (210-BQGZ)** Order Code: xcto_pc14250_usrfs	**3**	**$1,488.61**	**$4,465.83**

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 14 (PC14250) XCTO Base	G4HINR3	210-BQGZ	1
Processor	Intel® Core™ Ultra 5 225U (12 TOPS NPU, 12 cores, up to 4.8 GHz)	G0HXBKM	379-BGHC	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Chassis Options	Magnetite color, textured finish	G7KJV2P	354-BBKD	1
Memory	16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel® Core™ processors)	G6PBQ8I	370-BCMP	1

Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 5 225U processor	GC7L9XO	338-CSJD	1
Storage	512 GB, SSD	GZNG3WB	400-BSKR	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Display	14", Touch, FHD+, IPS, 400 nits, 100% sRGB, Anti-Glare, FHD+IR Cam	G7JLDSR	391-BKQQ	1
PalmRest	No Fingerprint Reader, No vPro	GXU7YPS	346-BMRK	1
Camera	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	GVATBU9	319-BBKH	1
Keyboard	English US backlit Copilot key keyboard	GN6BZYA	583-BMLQ	1
Systems Management	Intel vPro Enterprise Management Disabled	G51AOJM	631-BCDN	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® AX211 WLAN Driver	GMZBLW9	555-BMLY	1
Wireless	Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	GTAQB25	555-BLLQ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, Long Life Cycle, 3-year limited hardware warranty	GWS2QJ7	451-BDKV	1
Power Supply	65W USB-C AC adapter	GA2KE8W	492-BDTG	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Quick Start Guide	G0GK2LE	340-DTVR	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Shipping Material	Dell Pro 14 (PC14250) Mix Model, 65W, Type-C	G9RAHPC	340-DVZR	1
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	800-BBQK	1
EAN POD Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Hard Drive Software	Intel® Rapid Storage Technology Driver	GQEKI2J	409-BCYT	1
Processor Label	Intel® Core™ Ultra 5 Processor Label	GPLA7RK	389-FGFR	1
ICPS	No Intel® Connectivity Performance Suite	GJ5LQFG	650-BBBG	1
Standard Hardware Support Service	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	G0RTGZV	714-0174,714-0205,714-0217,714-0313,975-3461,989-3449	1
Accidental Damage Service	5-year Accidental Damage Service	G68XEB5	714-0272	1
Keep Your Hard Drive	Keep Your Hard Drive-5 Years	GXZP9NY	716-3261	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

			Qty	Unit Price	Subtotal
8.		**Dell Pro Wireless Keyboard and Mouse – KM5221W (580-AJIS)** Order Code: 580-AJIS	**3**	**$39.93**	**$119.79**

Module	Description	Product Code	SKU	Qty
Dell Pro Keyboard and Mouse - KM5221W - US English - Black			580-AJIS	3

			Qty	Unit Price	Subtotal
9.		**Dell Travel Bundle (460-BDVJ)** Order Code: 460-BDVJ	**3**	**$43.92**	**$131.76**

Module	Description	Product Code	SKU	Qty
Mobile EDU Essential Bundle 3			460-BDVJ	3

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date.Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell

Technology Solutions

Customers trust Dell to deliver technology solutions that help them do and achieve more, whether they're at home, work, school or anywhere in their world.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Dell is available on a competitively solicited, publicly awarded cooperative contract through OMNIA Partners.

- Technology Solutions, Products and Services
  Region 14 ESC - TX | 01-143

CONTRACT DOCUMENTATION

CONTACT US

Dell Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 14 ESC - TX

Contract Number: 01-143

Initial Term: December 1, 2022 through November 30, 2025

Renewal Options: Option to renew for five (5) additional one-year periods through November 30, 2030

RENEWED THROUGH November 30, 2026

Executive Summary

- Pricing
- Authorized Resellers

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Contract Renewal 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 38.**

SUBJECT
A resolution of the City of Laredo authorizing the City Manager to approve and enter into a Memorandum of Understanding (MOU) between the City of Laredo, Texas (“City”) and the County of Webb (County) for cost-sharing of the local match requirement for the Texas Parks and Wildlife (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 grant program. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods. The City will contribute up to $1,799,996.00 and the County will contribute up to $2,000,000.00. Funding for the City local match is available in the 2019 Certificate of Obligation issue, in-kind contributions of land, private donations, and land value.

PREVIOUS COUNCIL ACTION
Council approved 2026-R-63 on March 16, 2026 contingent upon verifying that reimbursement will be received from the County.

BACKGROUND
In 2022, council approved the creation of the Laredo Binational River Park Working Group under Resolution No. 2022-R-107. Collaboration has been ongoing since January 2022 between local stakeholders to identify potential funding sources to develop approximately 6.2 river miles along the Rio Grande known as the Binational River Conservation Project. The presented grant opportunity has been identified as a potential funding mechanism for Project Uno - the restoration of the Zacate Creek Watershed.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
☑ Strong ☐ Moderate ☐ Weak/None

Supporting goal(s)/policy(ies):
Goal 4.1 - Expand and enhance the parks and recreation system
(Viva Laredo Comprehensive Plan, p. 4.xx - exact page not visible in provided excerpt)
“Expand and enhance the parks and recreation system to serve all residents.”
Relevance: The proposed MOU and grant funding directly support the expansion and enhancement of recreational infrastructure through new and improved trails along Zacate Creek.

Policy 4.1.2 - Develop hike and bike trails and linear parks
(Viva Laredo Comprehensive Plan, p. 4.xx)
“Develop hike and bike trails and linear parks throughout the city.”
Relevance: The project explicitly includes the development of extended trails and improvements to existing trails, directly implementing this policy.

Policy 4.1.5 - Improve access to parks and recreational amenities
(Viva Laredo Comprehensive Plan, p. 4.xx)
“Improve access to parks and recreational amenities for all residents.”
Relevance: The agenda item emphasizes improving recreational accessibility to surrounding neighborhoods, aligning directly with equitable access objectives.

Goal 7.2 - Reduce exposure to environmental risk factors
(Viva Laredo Comprehensive Plan, p. 7.22)
“Reduce exposure to environmental risk factors.”
Relevance: Enhancing trails and embankments along Zacate Creek contributes to environmental improvements, including safer, more resilient public spaces and reduced erosion risks.

Policy 7.2.2 - Minimize VMT through increased walking, cycling, and transit usage
(Viva Laredo Comprehensive Plan, p. 7.22)
“Minimize VMT through increased walking, cycling, and transit usage.”
Relevance: Expanding trail networks promotes active transportation options such as walking and cycling, supporting reduced vehicle miles traveled (VMT).

Summary of alignment:
The proposed resolution demonstrates strong alignment with the Viva Laredo Comprehensive Plan by directly advancing multiple goals and policies related to parks, recreation, accessibility, and environmental quality. The investment in trail expansion and creek embankment improvements fulfills the Plan’s directive to “develop hike and bike trails and linear parks” and to “improve access to parks and recreational amenities for all residents.”

Additionally, the project supports broader planning themes, including public health (through increased opportunities for physical activity), equity (by improving access to underserved neighborhoods), environmental sustainability (through creek and embankment enhancements), and mobility (by encouraging non-vehicular transportation).

The intergovernmental cost-sharing partnership between the City and County further reinforces implementation capacity, aligning with the Plan’s emphasis on collaborative approaches to community infrastructure. Given the direct, verbatim alignment with multiple policies and goals, the Strong rating is justified.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommends approval of item.

Fiscal Impact

Fiscal Year:	FY 2025-2026
Budgeted Y/N?:	Y

Source of Funds:	Capital Grants
Account #:	458-3118-372-0000
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:
The Webb County contribution for the amount of $2,000,000.00 will be available in Capital Grants Fund.

RESOLUTION NO. 2026-R-114

A RESOLUTION OF THE CITY OF LAREDO AUTHORIZING THE CITY MANAGER TO APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LAREDO, TEXAS ("CITY") AND THE COUNTY OF WEBB (COUNTY) FOR COST-SHARING OF THE LOCAL MATCH REQUIREMENT FOR THE TEXAS PARKS AND WILDLIFE (TPWD) UNDER THE OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) 2023 GRANT PROGRAM. GRANT FUNDS WILL IMPROVE EXISTING TRAILS AND EMBANKMENTS ALONG ZACATE CREEK, AS WELL THE DEVELOPMENT OF NEWLY EXTENDED TRAILS, AND IMPROVE RECREATIONAL ACCESSIBILITY TO SURROUNDING NEIGHBORHOODS. THE CITY WILL CONTRIBUTE UP TO $1,799,996.00 AND THE COUNTY WILL CONTRIBUTE UP TO $2,000,000.00. FUNDING FOR THE CITY IS AVAILABLE IN THE 2019 CERTIFICATE OF OBLIGATION ISSUE, IN-KIND CONTRIBUTIONS OF LAND, PRIVATE DONATIONS, AND LAND VALUE.

Whereas, the City of Laredo has received funds from the Texas Parks and Wildlife Department (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 Grant program (the "Grant") to support improvement of existing trails and embankments along Zacate Creek, as well the development of newly extended trails, and improve recreational accessibility to surrounding neighborhoods.

Whereas, the Grant requires a local match contribution as a condition of funding; and

Whereas, the City of Laredo and the County of Webb share a mutual interest in the successful implementation of the proposed projects and its benefits to residents; and

Whereas, the County of Webb has agreed to contribute a portion of the required local match,

Whereas, the respective responsibilities of the City and County, including financial contributions, will be set forth in a Memorandum of Understanding (MOU);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Authorizing the City Manager to approve and enter into a Memorandum of Understanding (MOU) between the City of Laredo, Texas ("City") and the County of Webb (County) for cost-sharing of the local match requirement for the Texas Parks and Wildlife (TPWD) under the Outdoor Recreation Legacy Partnership (ORLP) 2023 grant program. Grant funds will improve existing trails and embankments along Zacate Creek, as well the development of newly extended

trails, and improve recreational accessibility to surrounding neighborhoods. The City will contribute up to $1,799,996.00 and the County will contribute up to $2,000,000.00. Funding for the city is available in the 2019 Certificate of Obligation issue, in-kind contributions of land, private donations, and land value.

Section 2: This Resolution shall take effect immediately from and after its passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING
FOR ORLP MATCH CONTRIBUTION
BETWEEN WEBB COUNTY AND CITY OF LAREDO.

This Memorandum of Understanding ("MOU") is entered into on this ___ day of _____***, 2026***, by and between **Webb County, Texas** ("County") and **City of Laredo, Texas** ("Partner"), collectively referred to as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish the roles, responsibilities, and financial commitments of the Parties in providing the required non-federal match for the **Outdoor Recreation Legacy Partnership (ORLP)** funded project titled **Zacate Creek Green District Corridor** (the "Project").

2. FUNDING OVERVIEW

The Project is funded in part through the **Outdoor Recreation Legacy Partnership (ORLP) Program**, administered by the National Park Service under the Land and Water Conservation Fund (LWCF).

(a) ORLP funds require a minimum 1:1 non-federal match.
(b) All match contributions must be eligible, allowable, and properly documented in accordance with 2 CFR Part 200 and LWCF/ORLP guidelines.

3. PROJECT DESCRIPTION

The Project includes:

The City of Laredo will renovate and develop +/- 22-acre Zacate Creek. The grant scope may include park entrance, trails, paths, trail-head, parking area, visitor center with restrooms, bike and kayak rental station, pedestrian bridge, benches, water fountains, barbecues, tables, bike repair stations, community garden, kayak launch pad, platforms and amenities for birding and vista establishment, wayfinding, low water crossing, playscapes, landscaping, irrigation, and amphitheater renovations.

4. TERM

DRAFT

This MOU shall be effective upon execution and remain in effect through project completion and final closeout, unless terminated in accordance with this agreement.

(a) Period of Performance: Through October 1, 2029.

5. MATCH CONTRIBUTIONS

Total Project Cost: $7,599,992.00
Federal ORLP Share: $3,799,996.00
Required Non-Federal Match: $3,799,996.00

County Contribution:
The County agrees to provide $2,000,000.00 toward the required match in the form of:
☒ Cash

(b) Fiscal Year 2027: $667,000.00
(c) Fiscal Year 2028: $667,000.00
(d) Fiscal Year 2029: $666,000.00

☐ Donated land value
☐ In-kind services

Partner Contribution:
The Partner agrees to provide $1,799,996 toward the required match in the form of:
☒ Cash
☒ Donated land value
☒ In-kind services (labor, materials, etc.)

6. MATCH REQUIREMENTS AND DOCUMENTATION

The Parties agree that:

(a) All match contributions must be non-federal in origin unless expressly authorized.
(b) Match must be necessary, reasonable, and allocable to the Project.
(c) In-kind contributions must be properly valued and documented (e.g., timesheets, invoices, fair market value).
(d) No match contribution may be counted toward more than one federally funded project.
(e) Documentation must be maintained for audit purposes in accordance with federal requirements.

DRAFT

7. ROLES AND RESPONSIBILITIES

County Responsibilities:

(a) Provide agreed-upon match funding or services
(b) Support compliance with ORLP and LWCF requirements

Partner Responsibilities:

(a) Serve as Sub-recipient
(b) Ensure project execution in compliance with ORLP requirements
(c) Maintain all financial records and supporting documentation
(d) Submit reports required by the State and National Park Service

8. FEDERAL COMPLIANCE

Both Parties agree to comply with all applicable federal requirements, including but not limited to:

(a) Land and Water Conservation Fund (LWCF) Act (54 U.S.C. 200301 et seq.)
(b) 2 CFR Part 200 (Uniform Administrative Requirements)
(c) Civil rights, nondiscrimination, and accessibility requirements
(d) Environmental and historic preservation compliance

9. LWCF SECTION 6(f) REQUIREMENTS

The Parties acknowledge that lands improved or acquired with ORLP funds will be subject to **LWCF Section 6(f)(3)** provisions, requiring that the property:

(a) Be used for public outdoor recreation in perpetuity
(b) Not be converted to non-recreational use without prior approval from the National Park Service and replacement of equivalent value

10. RECORDKEEPING AND AUDIT

All records related to match contributions and expenditures shall be retained for at least three (3) years after final closeout, or longer if required by audit findings.

DRAFT

11. AMENDMENTS

This MOU may be amended only by written agreement signed by both Parties.

12. TERMINATION

Either Party may terminate this MOU with ___ days written notice; however, all federal obligations and match commitments incurred prior to termination must be fulfilled.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

Webb County, Texas

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email:_____

Date: _____

City of Laredo, Texas

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

DRAFT

Email:_____

Date: _____

DRAFT

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 39.**

SUBJECT
Consideration to authorize the purchase of one (1) 2025 Ford F-550 Regular Cab Truck from Silsbee Ford, Silsbee, TX, in the amount of $208,197.25 The purchase of this truck will be made utilizing the TIPS Cooperative Pricing Program Contract 240901. Funds are available in the 2021 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
Authorized participation in the TIPS Cooperative Contract Pricing Program.

BACKGROUND
Authorization is requested to purchase one 2025 Ford F-550 Regular Cab Truck for the Traffic Safety Division utilizing the TIPS Contract Pricing Program. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

Silsbee Ford
TIPS Contract# 240901
Expiration: Nov-30-2027

Description	Qty	Unit Price	Ext. Price
2025 Ford F550 Reg. Cab	1	$55,775.00	$55,775.00
Factory options	7	$18,665.00	$18,655.00
Versa lift VST-47-1	1	$130,500.00	$130,500.00
Shipping cost	1	$700.00	$700.00
Silsbee Charge	1	$3,500.00	$3,500.00
Published option discount (5%) ($932.75)			
		Total	$208,197.25

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	2021 Certificate of Obligation Bond
Account #:	474-9878-535-9004

Change Order: Exceeds 25% Y/N: No.

FINANCIAL IMPACT:

This purchase will be made through the TIPS Cooperative Purchasing Program, which complies with the procurement requirements of the Texas Local Government Code and ensures the City receives competitive pricing.

Funding source: 474-9878-535-9004 (EG2401)

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SILSBEE FORD INC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: SILSBEE FORD INC.

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 5124361313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: Seth Gamblin Date: 10/11/24

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/21/2024

240901
SILSBEE FORD INC.
Supplier Response

Event Information

Number: 240901
Title: Transportation Vehicles
Type: Request for Proposal
Issue Date: 9/5/2024
Deadline: 10/18/2024 03:00 PM (CT)
Notes: This bid is seeking the sale of ***vehicles only***. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE FORD INC. Information

Contact: SETH GAMBLIN
Address: 1211 US HWY 96 NORTH
SILSBEE, TX 77656
Phone: (512) 436-1313
Fax: (409) 895-3884
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Web Address: silsbeefleetgroup.com

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

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/17/2024 12:24:00 PM (CT)

Supplier Note

THANK YOU!

Requested Attachments

Vendor Agreement

240901 Vendor Agreement SILSBEE FORD 101124.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form SILSBEE FORD 101124.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240901 Pricing Form 1 SILSBEE FORD 101324.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240901 Pricing Form 2 SILSBEE FORD 101324.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form SILSBEE FORD 101124.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

REFERENCE LETTERS X4 SILSBEE FLEET GROUP 101724.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Current Form W-9

SILSBEE FORD FORD W-9 101324.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Automobiles, fleet vehicles, vehicles, cars, trucks.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

SETH GAMBLIN

7 Primary Contact Title

Primary Contact Title

FLEET SALES

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Glen Angelle

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

gangelle.cowboyfleet@gmail.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5124361313

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

SETH GAMBLIN

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

SETH GAMBLIN

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5124361313

24 **Company Website**

Company Website (Format - www.company.com)

SILSBEEFLEET.COM

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 NORTH

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77565

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Automobiles, fleet vehicles, vehicles, cars, trucks. Transport

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

SILSBEE

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TX

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

28

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our 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 our 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 our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

82

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
87	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

City of MANOR

Manor, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

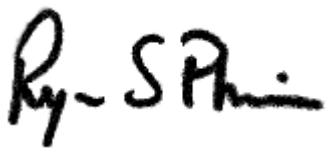
To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X



City of Roanoke

Roanoke, Texas

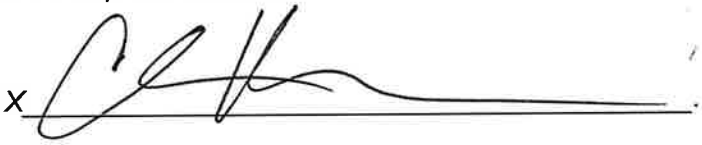
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X 

City of Fort Worth

Fort Worth, Texas

Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X Ashley Kadra 10/14/24

Fort Bend County

Richmond, Texas

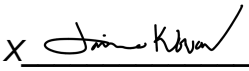
Reference Letter for Silsbee Fleet Group (Silsbee Ford Inc., Lake Country Chevrolet, Silsbee Toyota, and Donalson Dodge)

To whom it may concern:

Please accept this reference for Silsbee Fleet Group who provided goods or services to our entity. The Vendor provided Fleet Vehicles and Turn key Vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of the above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

[Authorized Customer Signature] X  *.*

TIPS CONTRACT 240901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: SILSBEE FORD INC.

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Seth Gamblin

PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Prepared by: GLEN ANGELLE
Contact: RON
Phone: 409-880-9191
Email:
Email: gangelle.cowboyfleet@gmail.com
Product Description: 2025 FORD F-550 REG. CAB
Date: April 30, 2026

A. **Bid Item:** **A. Base Price:** $ 55,775.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		$ -		EXT. WHITE	
	6.7L V8 DIESEL	$ 10,995.00			
	4X4 UPGRADE	$ 5,995.00		POWER LOCKS AND WINDOWS	
	HI CAPASITY TOW	$ 300.00		CRUISE CONTROL	
	REAR CAMERA	$ 550.00		40/20/40 VINYL SEATS	
	BRAKE CONTROLLER	$ 300.00		PTO	
	REAR CAMERA	$ 515.00			
	10-SPD. AUTO				

Total of B. Published Options: $ 18,655.00

Published Option Discount (5%) $ (932.75)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
VERSALIFT VST-47-1	$ 130,500.00		
SILSBEE CHARGE	$ 3,500.00		

Total of C. Unpublished Options: $ 134,000.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 400 **miles** $ 700.00

H. **Subtotal:** $ 208,197.25

I. **Quantity Ordered** 1 **x H =** $ 208,197.25

J. **Trade in:** $ -

K. $ -

L. **Total Purchase Price** $ 208,197.25

SUBJECT

Consideration to authorize the purchase of one (1) 2025 Ford F-550 Regular Cab Truck from Silsbee Ford, Silsbee, TX, in the amount of $208,197.25. The purchase of this truck will be made utilizing the TIPS Cooperative Pricing Program. Funding is available in the Engineering Department General Fund.

PREVIOUS COUNCIL ACTION

Authorized participation in the TIPS Cooperative Contract Pricing Program.

BACKGROUND

Authorization is requested to purchase one 2025 Ford F-550 Regular Cab Truck for the Traffic Safety Division utilizing the TIPS Contract Pricing Program. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

Silsbee Ford
TIPS Contract
Expiration:

Description	Qty	Unit Price	Ext. Price
2025 Ford F550 Reg. Cab	1	$55,775.00	$55,775.00
Factory options	6	$18,655.00	$18,655.00
Versa lift VST-47-1	1	$130,500.00	$130,500.00
Shipping cost	1	$700.00	$700.00
Silsbee Charge	1	$3,500.00	$3,500.00
Published option discount (5%) ($932.75)			
		Total	$208,197.25

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval to authorize the purchase of one (1) 2025 Ford F-550 Regular Cab Bucket Truck from Silsbee Ford in the amount of $208,197.25.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Funds are available in the 2021 CO Bond.
Account #:	474-9878-535-9004 (EG2401)
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

This purchase will be made through the TIPS Cooperative Purchasing Program, which complies with the procurement requirements of the Texas Local Government Code and ensures the City receives competitive pricing.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 40.**

SUBJECT
Consideration for approval of amendment no.1 an increase of $392,280.00 for a professional services contract with Slay Architecture, Laredo, Texas for the FY24-ENG-57 City of Laredo Police Department South Sector Station. This amendment no.1 is to provide architectural and engineering services and credit for platting and detention pond design. Current contract amount with this amendment is $898,430.00. Funding is available in the 2019 and 2023 Certificate of Obligation Bond.

PREVIOUS COUNCIL ACTION
On October 28, 2024 City Council approved to award a professional services contract to Slay Architecture, Laredo, TX in the amount not to exceed $506,150.00 for professional design services for the new City of Laredo Police Department South Sector Station Project located adjacent to the Buena Vista Sports Complex for basic architectural & engineering services to include conceptual and pre-design, permitting, contract
procurement, contract administration and special services for a new 14,000 square foot building including surface parking. Funding is available in the 2017 & 2019 Certificate of Obligation Bonds.

BACKGROUND
Amendment Items:
Item 1.1 Addition of Phase II for this project will consist of 7600sf and will include the following areas:
- Sally Port Area
- Administration areas
- Patrol Areas
- Booking/Holding areas
- Building support

See Exhibit “A-1” for the meeting minutes with more information

Remove the following services from the scope of work:
Item 1.2 Platting ($17,000.00)
Item 1.3 Detention Basin Design ($10,000.00)

Item 1.4 Per directive from the 50% CD review meeting with Laredo PD on 03/05/2026, the shell building for the Booking Area (Phase 2) will be incorporated into the Phase 1 Contract Document package.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	2019 and 2023 Certificate of Obligation Bond
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the 2019 and 2023 Certificate of Obligation Bond.
473-2310-525-9201 with project #PD2405
476-2310-525-9201 with project #PD2405

9901 McPherson Rd., Ste. 104
Laredo, Texas 78045
(956)791-0405

123 Altgelt Avenue
San Antonio, Texas 78201
(210)736-3009

04/02/2026

Mr. Eliud de los Santos, PE
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040

Re: City of Laredo
FY24-ENG-57 Police Dept. South Sector Station Project
Contract Amendment 001

Mr. de los Santos,
Below is an amendment to the service agreement for project: "***FY24-ENG-57 City of Laredo Police Department South Sector Station***" dated October 30,2024.

Amendment Items:

Item 1.1 Addition of **Phase II** for this project will consist of 7600sf and will include the following areas:

- Sally Port Area
- Administration areas
- Patrol Areas
- Booking/Holding areas
- Building support

See Exhibit "A-1" for the meeting minutes with more information

Remove the following services from the scope of work:

Item 1.2 Platting ($17,000.00)

Item 1.3 Detention Basin Design ($10,000.00)

Item 1.4 Per directive from the 50% CD review meeting with Laredo PD on 03/05/2026, the shell building for the Booking Area (Phase 2) will be incorporated into the Phase 1 CD package. This will require additional fees as described below:

- Architectural services to make modifications to the BIM model and the Drawing set.
- Structural services additional fees for shifting of scope of work from Phase 2 to Phase 1
- MEP Engineering services to transfer the Booking Area building shell portion to phase 1 including:
  - Coordination and design adjustment needed for Booking Area shell building during Phase 1
  - Electrical preparation require to support the future drone equipment to be installed on Booking Area roof
  - Exterior lighting associated with the Booking Area shell building as required for site safety and code compliance.
  - Design of temporary interior lighting and any other code required provisions necessary to allow the shell building to be constructed and safely accessed prior to Phase 2 buildout.
  - Coordination of electrical services from the Phase 1 Administration Building panels to support the temporary power needs as required.

Compensation:

For the Services indicated in the Services Schedule, a fixed fee of **$392,280.00** (Three Hundred Ninety-two thousand two-hundred eighty dollars.)

	Amendment 001 Fees:		
1.1	Phase II Addition- Basic Architectural / Engineering services	$	391,760.00
1.2	Credit for Platting Services	$	(17,000.00)
1.3	Credit for Detention Basin Design	$	(10,000.00)
1.4	Incorporate Booking Area Shell building as part of Phase 1 CDs	$	27,520.00
	Total Amendment 001 fees.	$	392,280.00

Proposed Amendment to Original Contract Sum:

The Original Contract Sum	$	506,150.00
Net change by previously authorized Amendment #001(adjustment)	$	0.00
The Contract Sum prior to this Amendment #001 was	$	506,150.00
The Contract Sum will change the Contract Sum by	$	392,280.00
The new Contract Sum including this Amendment #002	$	898,430.00

If this proposal is acceptable, please acknowledge by signing and allow it to serve as the basis for our Client-Architect Agreement. We can begin our work when the Agreement has been executed. We look forward to continuing to work with you on this project.

Client:	Architect:
Eliud de los Santos, PE *City of Laredo* Engineering Department	Michael Slay, President *Slay Architecture Co. Inc.*
Date	04/02/2026 Date

Attachments: Exhibit A-1, Meeting Minutes 3/5/2026

References: Executed Contract Document for ***Project FY24-ENG-57 City of Laredo Police Department South Sector Station*** (dated 8/30/2025)

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 512.458.4126, has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 41.**

SUBJECT
Consideration for approval of Change Order No. 2, an increase of 90 working days to the construction contract with Zertuche Construction Texas, LLC., Laredo, Texas, for the FY24-ENG-17 Economic Development & 311 Offices Relocation. Current contract time 340 days. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
On December 1, 2025, City Council approved of Change Order No. 1, an increase int eh amount of $330,631.06 and an increase of 60 working days to the construction contract with Zertuche Construction Texas, LLC., Laredo, Texas, for the FY24-ENG-17 Economic Development & 311 Offices Relocation. Current contract amount with this Change Order No. 1 is $2,171,116.06 and current contract time is 250 working days. Funding is available in the 2024A and 2025 Certificate of Obligations Bond.

BACKGROUND
The project consists of renovating interior spaces on the second story of 101 Salinas Ave. for office use. Upgrades including flooring, new metal framed walls with gypsum board and painted finishes, modification to existing doors, acoustical suspended ceilings, lighting, electrical, mechanical changes to existing rooftop units, sprinkler system adjustments, modifications to storefront panel and doors.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
There is no financial impact at this time.

ZERTUCHE
CONSTRUCTION

April 17, 2026

Juan J. Molano, Jr.
Redline Architecture
1119 Flores, Suite 200
Laredo, TX 78040

RE: FY24-EBG-17 Economic Development & 311 Office Relocations

Dear Mr. Molano:

Zertuche Construction Texas, LLC will be submitting Change Order #2 for the above-mentioned project for zero dollars but for a ninety (90) day working day extension. Below is the summary and a justification of the time extension.

REVISED COMPLETION DATE DUE TO CHANGE ORDER NO. 1 FOR ROOF REPLACEMENT THAT ADDED SIXTY (60) WORKING DAYS TO PROJECT:

Change Order No. 1 was approved on 12-16-25. Adding 60 working days to the project resulted in a completion date of:

MARCH 17, 2026.

REVISED START DATE FOR ROOF REPLACEMENT DUE TO MATERIAL AND WEATHER DELAYS:

Roof Replacement will commence on April 27, 2026. Adding Ninety (90) Working Days to Roof Replacement start date of 4-27-26 will result in Change Order No. 2 of Ninety (90) Working days and a completion date of:

JULY 29, 2026.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Ramon Zertuche II
President

107 CALLE DEL NORTE SUITE #4 • LAREDO, TX • 78041
PHONE: (956)727-3112 • FAX (956)727-0092

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 42.**

SUBJECT
Consideration for approval of the selection of the top ranked consultant for the RFQ FY26-ENG-15 New Recreational Indoor Facility Feasibility Study; and authorization to negotiate a professional services contract. A total of (7) firm responded to the request for qualifications on Thursday, February 19, 2026, and the top (3) firms presented on Thursday, April 16, 2026. The committee recommends the selection of the top ranked consultant Brinkley Sargent Wiginton Architects, Dallas, Texas. There is no financial impact at this time.

1. Brinkley Sargent Wiginton Architects, Dallas, Texas
2. Hunden Partners, Chicago, Illinois
3. Berry, Dunn, McNeil & Parker, LLC, Portland, Maine
4. Sports Facilities Advisory, LLC, Clearwater, Florida
5. Able City, LLC, Laredo, Texas
6. Jones Lang LaSalle Americas, Inc., Chicago, Illinois
7. Power Wellness Management, LLC, Lombard, Illinois

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The City of Laredo will solicit and receive statement of qualifications (SOQ's) for a New Recreational Indoor Facility Feasibility Study from qualified firms interested in providing professional services including but not limited the feasibility of developing a recreational center in the City of Laredo. The study shall analyze demographic, economic, environmental, and community factors to determine the need, viability, and potential impacts of such a facility.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	N/A

Account #: N/A
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:
There is no financial impact at this time. Contract will be presented to City Council once firm is selected.

CITY OF LAREDO
Engineering Department
RFQ FY26-ENG-15
New Recreational Indoor Facility Feasibility Study

FINAL RANKINGS	
Brinkley Sargent Wiginton Architects, Dallas, TX	1
Hunden Partners, Chicago, IL	2
BerryDunn, Portland, ME	3

EVALUATION COMMITTEE PRESENTATION RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3	Evaluator # 4	Evaluator # 5	Evaluator # 6	Evaluator # 7
BerryDunn, Portland, ME	2	3	1	2	3	2	3
Brinkley Sargent Wiginton Architects, Dallas, TX	1	2	3	3	1	1	1
Hunden Partners, Chicago, IL	3	1	2	1	2	3	2

Date: April 16, 2026

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 43.**

SUBJECT
A Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to ratify the submission of a joint grant application through the Webb-County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (FY26 SS4A) Implementation Grant Program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $9,787,056.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $546,764.00, providing an investment of 4.5% for the $9.7M application amount for the Roadway Safety Improvements across the City of Laredo. The City contribution, including local match is subject to future funding availability. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028 -2031. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
On 6/16/2025, City Council approved a Resolution of the City Council of the City of Laredo, Texas authorizing the City Manager to submit a joint grant application through the Webb County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (SS4A) Implementation Grant
program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $24,901,970.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $1,990,097.00, providing an investment of 8% for the $24.9M application amount for the Roadway Safety Improvements across the City of Laredo. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028-2030. If approved, grant will be funded in the Capital Grants Fund and local match will be from a proposed Certificates of Obligation issue.

On 08/21/2023 WC-CL RMA and the City of Laredo entered into an agreement via Resolution No. 2023-R-165 to pursue the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns and the implementation of projects and strategies to address roadway safety issues.

Resolution 2024-R-090 was approved by Council on March 18, 2024 to continue the Vision Zero Program and supporting the development of the plan.

Resolution 2025-R-120 was approved by Council on April 22, 2025 adopting the 2025 Vision Zero

Webb Laredo Comprehensive Safety Action Plan.

BACKGROUND
The Parties agreed to submit a joint grant application to the U.S. Department of Transportation ("USDOT") Safe Streets and Roads for All Grant program ("SS4A") to fund the Action Plan (the "SS4A Application"). The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies.

Breakdown of funding to support the SS4A Implementation Grant application is approximately:

FHWA	$9,787,056.00
WC-CL RMA	$ 500,000.00
City of Laredo	$ 546,764.00
TxDOT Laredo	$1,400,000.00

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2028
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
There is no financial impact at this time.

Proposed FY26 SS4A Implementation Grant Application

Project: Vision Zero Webb Laredo
Purpose: Proposed FY26 SS4A Grant Cost Sharing
Date Submitted: April 13, 2026
To: Joseph W. Neeb, City Manager
From: Melisa Montemayor, WC-CL RMA GEC Program Manager
CC: Ramon Chavez, Jed A. Brown, Doug Howland

The Webb County-City of Laredo RMA (RMA) submitted an application requesting $19,921,576 in federal funding through the FY25 SS4A Grant Program in partnership with City of Laredo and TxDOT, following adoption of the Vision Zero Webb Laredo Comprehensive Safety Action Plan by the RMA, LWCAMPO, and City of Laredo in Spring of 2025. (*Plan can be found at visionzerowebblaredo.com*)

On December 23, 2025, the U.S. Department of Transportation announced $982,231,998 in awards for the FY25 SS4A program and the **RMA's application** received a rating of "**Highly Recommended**" from Federal Highway Administration (FHWA) **though was ultimately not selected** to receive SS4A grant program funding that round. For the FY25 SS4A application period **over 75% of applications submitted were not selected for a funding award**.

Through discussions with FHWA and further research since receiving this news, it has been advised that **previously submitted applications are given additional priority** over new applications, the most **typical grant awards have included between $8M and $10M in Federal grant funds requested**, and that the previous application's **rating of Highly Recommended presents an advantage**. While these factors do not guarantee a grant award, the RMA has reassessed the approach based on the FY26 SS4A Notice of Funding Opportunity (NOFO) with its GEC, LJA, and identified an **approach to re-apply for FY26 SS4A Implementation Grant Funds**.

Table 1 – **FY25** (**Previous**) SS4A Implementation Grant Request

	SS4A Federal Request	SS4A Local Match	Total Project Cost
WC-CL RMA		$1,000,000	4%
City of Laredo		$1,990,147	8%
TxDOT Laredo District		$1,990,147	8%
Total Budgets	$19,921,576	$4,980,394	$24,901,970

Table 2 – **FY26** (**Proposed**) SS4A Implementation Grant Request (needs further discussion)

	SS4A Federal Request	SS4A Local Match	Total Project Cost
WC-CL RMA		$500,000	4.1%
City of Laredo		$546,764	4.5%
TxDOT Laredo District		$1,400,000	11.4%
Total Budgets	$9,787,056	$2,446,764	$12,233,820

The cost for LJA to prepare the narrative, forms, and letters of support for submitting the FY26 SS4A Implementation Grant application has been quoted at $20,000.00.

The RMA is proposing the following from City of Laredo:

- Cost sharing through reimbursement to RMA for re-application not to exceed $10,000.00
- Cost sharing through reimbursement to RMA for SS4A Local Match should the Federal Request be awarded not to exceed $546,764 between FY28 and FY31

To reduce capital costs from $24.9M included in the FY25 SS4A application, to $12.2M proposed for the FY26 SS4A application, **several scope items were removed from the corridor improvements** identified in the Safety Action Plan. These include protected bike lanes, access management, curb extensions, and raised crosswalks. **A key metric** FHWA considers during their technical evaluation is **crash reduction based on proven safety countermeasures** and while these specific scope items are proven to improve safety, **the types of crashes they reduce have not occurred in these corridors** historically and therefore **offer no reduction**. The strategy for the FY26 application is to focus on improvements that **respond directly to the types of crashes in each respective corridor**, maximizing the benefits compared to federal funding requested.

It should also be noted that projects from the Safety Action Plan recommended for Salinas, San Bernardo, Market, Marcella, and McPherson are not included in this grant application. These were removed to get the federal request to within the typical $8M to $10M range, and more specifically because recommended improvements offered the least amount of crash reduction in comparison to the roadways included in **Table 3**, which **offers a breakdown of costs by corridor**. To fully implement the Safety Action Plan recommendations under this approach will require a phased approach for the roadways and improvements not included in the FY26 SS4A Implementation Grant application.

Table 3 – **Proposed Project Breakdown** for FY26 SS4A Application

Project Corridor	Project Cost	District(s)	Precinct(s)
SH 359	$ 2,291,100	1,3	1,2
Zapata Hwy. (US 83)	$ 1,028,180	2,3	1
Guadalupe St. (US 83)	$ 781,110	3	1,2,4
Chihuahua St. (US 83)	$ 441,200	3	1,4
Lloyd Bentsen Hwy (US 59)	$ 5,031,600	4,5,8	2,3
Mines Rd. (FM 1472)	$ 1,977,950	7	4
TxDOT ROW TOTAL	**$11,551,140**		
Del Mar Blvd.	$ 135,070	5,6	2,3
Houston St. (US 83)	$ 223,710	8	4
Convent Ave.	$ 35,200	8	4
Matamoros St.	$ 93,500	8	4
Farragut Rd.	$ 195,200	8	4
City ROW TOTAL	**$ 682,680**		
Total Project Costs	$12,233,820		
Federal	$ 9,787,056		
Local	$ 2,446,764		
WCCL RMA	$ 500,000		
City	$ 546,764		
TxDOT	$ 1,400,000		

End of Memorandum

RESOLUTION 2026-R-124

AUTHORIZING THE CITY MANAGER TO RATIFY THE SUBMISSION OF A JOINT GRANT APPLICATION THROUGH THE WEBB-COUNTY-CITY OF LAREDO REGIONAL MOBILITY AUTHORITY (RMA) TO THE FEDERAL HIGHWAY ADMINISTRATION'S SAFE STREETS AND ROADS FOR ALL (FY26 SS4A) IMPLEMENTATION GRANT PROGRAM, FOR THE PURPOSE OF ADVANCING THE VISION ZERO WEBB LAREDO COMPREHENSIVE SAFETY ACTION PLAN. RMA IS PREPARING A SS4A IMPLEMENTATION GRANT APPLICATION FOR $9,787,056.00. TO DELIVER THE $33M VISION ZERO CAPITAL PLAN, THE CITY WILL BE RESPONSIBLE FOR A CONTRIBUTION OF $546,764.00, PROVIDING AN INVESTMENT OF 4.5% FOR THE $9.7M APPLICATION AMOUNT FOR THE ROADWAY SAFETY IMPROVEMENTS ACROSS THE CITY OF LAREDO. THE RMA WOULD BE THE GRANT RECIPIENT, AND WOULD FRONT THE PAYMENTS, TO BE REIMBURSED BY FHWA, THE CITY, AND TXDOT. BOTH THE CITY AND TXDOT'S PORTIONS OF THE LOCAL MATCH WOULD NEED TO BE AVAILABLE FOR REIMBURSEMENT TO THE RMA WITHIN FISCAL YEARS 2028-2031. THERE IS NO FINANCIAL IMPACT AT THIS TIME.

Whereas, Vision Zero is a strategy designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all using the Safe Systems Approach; and

Whereas, Vision Zero acknowledges that traffic crashes resulting in death or serious injury are largely preventable and that many factors contribute to safe mobility, including roadway design, human behaviors (such as speeding, driving under the influence and wearing seatbelts), technology, and policies; and

Whereas, Vision Zero establishes clear strategies to achieve zero traffic fatalities and severe injuries; and

Whereas, one death on our streets is one too many; and

Whereas, crashes involving pedestrians, bicyclists, or motorcyclists was more likely to be fatal or cause serious injury; and

Whereas, equity is an integral component of Vision Zero with strategies such as prioritizing safety improvements in historically underserved areas and conducting robust engagement programs to reach the most vulnerable roadway users; and

Whereas, Vision Zero aligns with the City of Laredo Viva Laredo Comprehensive Plan, Future Thoroughfare Plan, Laredo & Webb County Active Transportation Plan, Laredo Downtown Master Plan, Downtown Laredo Parking Study, Rio Grande Vega Trail Master Plan, Laredo Active Living Plan, Laredo International Bridge System Master Plan, LWCAMPO Metropolitan Transportation Plan, LWCAMPO Unified Planning Work Programs, LWCAMPO Transport Improvement Programs (TIP), LWCAMPO Public Participation Plan, and the TxDOT Laredo District Strategic Highway Safety Plan 2023-2027 by emphasizing the needs of all roadway users and prioritizing improvements that address those needs; and

Whereas, in Resolution 2019-R-008 the Laredo City Council unanimously adopted a Vison Zero program and furthermore entered into an Interlocal Agreement with the Webb County-City of

Laredo Regional Mobility via Resolution 2023-R-l 65 to pursue the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns and the implementation of projects and strategies to address roadway safety issues by equally sharing the grant match and grant application cost of the Safe Streets and Roads for All Program, the U.S. DOT grant mechanism by which they are able to develop the Vision Zero Webb Laredo Safety Action Plan; and

Whereas, the City Council desires to authorize the submission of a grant application, and as part of such application the City is being asked to commit to a contribution of $1,990,147.00 during Fiscal Years 2028 through 2031; provided, however, that this approval is limited solely to the submission of the application, that the City's participation, including any required local match, is contingent upon the availability of future funding, and that any funding mechanism, including the potential issuance of Certificates of Obligation, shall require separate City Council approval at a later date;

NOW, THEREFORE, BE IT ORDAINED/RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1: Authorizing the City Manager to ratify the submission of a joint grant application through the Webb-County-City of Laredo Regional Mobility Authority (RMA) to the Federal Highway Administration's Safe Streets and Roads for All (FY26 SS4A) Implementation Grant Program, for the purpose of advancing the Vision Zero Webb Laredo Comprehensive Safety Action Plan. RMA is preparing a SS4A Implementation Grant Application for $9,787,056.00. To deliver the $33M Vision Zero Capital Plan, the City will be responsible for a contribution of $546,764.00, providing an investment of 4.5% for the $9.7M application amount for the Roadway Safety Improvements across the City of Laredo. The RMA would be the grant recipient, and would front the payments, to be reimbursed by FHWA, the City, and TxDOT. Both the City and TxDOT's portions of the local match would need to be available for reimbursement to the RMA within Fiscal Years 2028-2031.

Section 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2026.

_____
DR. VICTOR D. TREVIÑO
MAYOR

ATTEST:

_____

APPROVED AS TO FORM:

_____

MARIO MALDONADO, JR.
CITY SECRETARY

JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 44.**

SUBJECT
A resolution of the City Council of the City of Laredo, supporting the future Interstate Highway Formula Program. The future program will establish a predictable and stable level of federal funding to support development of congestionally authorized future interstates and will address the need to focus federal transportation funding on projects that provide national benefit and will provide needed investment in the next generation of the interstate highway system to keep pace with growing population and efficient freight movement demands. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
On February 18, 2020, City Council approved resolution 2020-R-040 supporting the designation of an extension of Interstate 27 as a future interstate in Texas.

BACKGROUND
The City of Laredo supports the proposal to include a Future Interstate Highway Formula Program in the next federal surface transportation authorization bill whereby federal taxpayers' funds are used for the national interest, ensuring a strong Federal role in surface transportation. Interstate Highways were developed as a national interest and Future Interstate Highways should be the same.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
There is no financial impact at this time.

RESOLUTION 2026-R-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, SUPPORTING THE FUTURE INTERSTATE HIGHWAY FORMULA PROGRAM. THE FUTURE PROGRAM WILL ESTABLISH A PREDICTABLE AND STABLE LEVEL OF FEDERAL FUNDING TO SUPPORT DEVELOPMENT OF CONGESTIONALLY AUTHORIZED FUTURE INTERSTATES AND WILL ADDRESS THE NEED TO FOCUS FEDERAL TRANSPORTATION FUNDING ON PROJECTS THAT PROVIDE NATIONAL BENEFIT AND WILL PROVIDE NEEDED INVESTMENT IN THE NEXT GENERATION OF THE INTERSTATE HIGHWAY SYSTEM TO KEEP PACE WITH GROWING POPULATION AND EFFICIENT FREIGHT MOVEMENT DEMANDS. THERE IS NO FINANCIAL IMPACT AT THIS TIME.

WHEREAS, the American economy must have the world's pre-eminent surface transportation system; and

WHEREAS, the Future Interstate Highway Formula Funding Program will establish a predictable and stable level of federal funding to support development of congressionally authorized Future Interstates and will address the need to focus federal transportation funding on projects that provide national benefit; and

WHEREAS, the Formula Funding Program will provide needed investment in the next generation of the Interstate Highway System to keep pace with growing population and efficient freight movement demands; and

WHEREAS, the purpose of the Interstate Highway System is to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods; and

WHEREAS, highways meeting interstate standards substantially enhance safety for the traveling public while also addressing emergency evacuation needs; and

WHEREAS, the purpose of Future Interstate Highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full Interstate Highway standards, with the goal of supporting 1) National Connectivity; 2) Freight and Economic Development; (3) Cross-Border Trade and International Commerce; 4) National Defense; 5) Emergency Evacuation; and 6) Transportation Modernization; and

WHEREAS, there is currently no dedicated federal funding to plan and construct Future Interstate Highways; and

WHEREAS, international trade has grown from $39 billion in 1956 to $5.8 trillion in 2023, an increase of 14,700 percent in 67 years, an average annual growth of 219.4 percent; and

WHEREAS, entry into NAFTA (1994) and now USMCA (2020) strengthened trade with Mexico and Canada and as a result land ports of entry became critical -- especially for energy, agriculture, and auto parts trade across North American corridors; and

WHEREAS, initially trade across the United States moved primarily east-west and the original Interstate Highway System was built to serve the east-west movement; and

WHEREAS, today the United States, Canada, and Mexico are each other's largest trade partners for oil, energy, automobiles, electronics, and agricultural goods—and it is common for materials to be procured from one country, produced into goods in a second, and then marketed and sold in a third; and

WHEREAS, the nation's shift from manufacturing-based economy to services and technology; a significant rise in consumer spending, e-commerce, and just-in-time logistics. This growth in freight further highlights that highways are critical for supply chains.

WHEREAS, despite the authorization of a 40,000-mile Interstate Highway System by Congress in 1944 and the initial designation of 37,700 miles in 1947, the total constructed mileage has significantly fallen short of long-term national mobility demands; and

WHEREAS, by 1960, over 10,000 miles were completed, followed by rapid expansion to 20,000 miles by the mid-1960s, 30,000 miles by 1970, and 40,000 miles by 1980, with 92% of the system completed by 1986; and

WHEREAS, incremental additions brought the system to approximately 42,700 miles in the 1990s, 46,747 miles by the early 2000s, and over 48,000 miles in the 2020s; and

WHEREAS, the modest mileage growth of interstate highways over the past four decades reflects the need for renewed federal commitment to expanding and modernizing the Interstate System to meet 21st-century transportation, economic, and security challenges.

WHEREAS, the *City Council of the City of Laredo*, supports Future Interstate Highways to expand and enhance the national transportation network to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods, while also addressing emergency evacuation needs to keep pace with growing population and efficient freight movement demands.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section I. That the *City Council of the City of Laredo* supports the proposal to include a Future Interstate Highway Formula Program in the next federal surface transportation authorization bill whereby federal taxpayers' funds are used for the national interest, ensuring a strong Federal role in surface transportation. Interstate Highways were developed as a national interest and Future Interstate Highways should be the same.

Section 2. This Resolution shall take effective immediately upon passage.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF _____, 2026.

DR. VICTOR D. TREVIÑO,

MAYOR

ATTEST:

_____

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 45.**

SUBJECT
A resolution of the City Council of the City of Laredo, supporting the future interstate feasibility study for Heartland Expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors. The feasibility study trends will address greater potential including metrics improving connectivity, safety, and mobility; improving travel time and reduce travel time cost, improving freight movement; increasing access to markets for energy and agricultural products; alleviating congestion and improving reliability; facilitating the flow of goods and international trade; creating jobs and economic opportunities; and increasing and expanding the local tax base and states sales revenues, than historically used metrics. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
On February 18, 2020, City Council approved a resolution supporting the designation of an extension of Interstate 27 as a future interstate in Texas.

BACKGROUND
The City of Laredo supports efforts to complete a Future Interstate Feasibility Study in Oklahoma, Colorado, Nebraska, Wyoming, South Dakota, North Dakota, and Montana.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

Resolution 2026-R-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, SUPPORTING THE FUTURE INTERSTATE FEASIBILITY STUDY FOR HEARTLAND EXPRESSWAY, THODORE ROOSEVELT EXPRESSWAY, AND A PORTION OF PORTS-TO-PLAINS HIGH PRIORITY CORRIDORS. THE FEASIBILITY STUDY TRENDS WILL ADDRESS GREATER POTENTIAL INCLUDING METRICS IMPROVING CONNECTIVITY, SAFETY, AND MOBILITY; IMPROVING TRAVEL TIME AND REDUCE TRAVEL TIME COST, IMPROVING FREIGHT MOVEMENT; INCREASING ACCESS TO MARKETS FOR ENERGY AND AGRICULTURAL PRODUCTS; ALLEVIATING CONGESTION AND IMPROVING RELIABILITY; FACILITATING THE FLOW OF GOODS AND INTERNATIONAL TRADE; CREATING JOBS AND ECONOMIC OPPORTUNITIES; AND INCREASING AND EXPANDING THE LOCAL TAX BASE AND STATES SALES REVENUES, THAN HISTORICALLY USED METRICS. THERE IS NO FINANCIAL IMPACT AT THIS TIME.

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas and New Mexico as Future Interstate 27; and

WHEREAS, the Texas Department of Transportation published the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report on October 15, 2019; and

WHEREAS, current Feasibility Study trends address greater potential including metrics improving connectivity, safety, and mobility; improving travel time and reduce travel time cost; improving freight movement; increasing access to markets for energy and agricultural products; alleviating congestion and improving reliability; facilitating the flow of goods and international trade; creating jobs and economic opportunities; and increasing and expanding the local tax base and state sales tax revenues, than historically used metrics; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed Corridor annual travel cost savings of $4.1 billion, annual increase in GDP of $2.2 billion, and increase in employment of 17,710 for the agriculture, energy, and warehousing industries; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed a Return on Investment of 76% or $17.8 billion; and Benefit Cost Ratio / Net Present Value of 2.4 or $39.2 billion; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report data showed that development of a Future Interstate Highway in Texas would improve safety and reduce crash rates, leading to approximately 8 percent fewer fatal collisions, 7 percent fewer injury collisions, and 11 percent fewer property damage crashes throughout the corridor each year. These safety improvements result in $457 million in annual safety benefits according to the TxDOT estimates in addition to saving lives; and

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study Advisory Committee Report results helped the State of Texas and the Texas Department of Transportation to support Future Interstate Designation in Texas; and

WHEREAS, North-South Interstates are a significant distance from the Theodore Roosevelt Expressway: to the west it is 670 miles between U.S. 85 and Interstate 15 and to the east it is over 480 miles between U.S. 85 and Interstate 29; and

WHEREAS, the Heartland Expressway is 648 miles between NE 71 and Interstate 29; and

WHEREAS, the Ports-to-Plains Corridor is 775 miles between U.S 287 and Interstates 29 and 35; and

WHEREAS, the proposed Future Interstate Highway Corridor shared major industries that are reliant on agriculture, energy, tourism and trade.

NOW THEREFORE, BE IT RESOLVED BY THE _____ (body: city council, board of county commissioners, board of directors) OF THE _____ (organization name and location) that:

Section I. That the (organization name) supports efforts to complete a Future Interstate Feasibility Study in Oklahoma, Colorado, Nebraska, Wyoming, South Dakota, North Dakota, and Montana.

Section 2. This resolution to be in full force and effect from and after its passage and approval.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this _____ day of _____, 2026.

_____
Title

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 46.**

SUBJECT
A resolution of the City Council of the City of Laredo, supporting the future interstate designation for Heartland expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors and numbering future interstate segments. The purpose of future interstate highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full interstate highway standards. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION
On February 18, 2020, City Council approved a resolution supporting the designation of an extension of Interstate 27 as a future interstate in Texas.

BACKGROUND
The City of Laredo supports the designation and route numbering of the Future Interstate by Congress and urges the Departments of Transportation to support such designation and numbering for Heartland Expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	N/A
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
N/A

RESOLUTION 2026-R-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, SUPPORTING THE FUTURE INTERSTATE DESIGNATION FOR HEARTLAND EXPRESSWAY, THODORE ROOSEVELT EXPRESSWAY, AND A PORTION OF PORTS-TO-PLAINS HIGH PRIORITY CORRIDORS AND NUMBERING FUTURE INTERSTATE SEGMENTS. THE PURPOSE OF FUTURE INTERSTATE HIGHWAYS IS TO EXPAND AND ENHANCE THE NATIONAL TRANSPORTATION NETWORK BY IDENTIFYING AND DEVELOPING KEY CORRIDORS THAT WILL EVENTUALLY MEET FULL INTERSTATE HIGHWAY STANDARDS. THERE IS NO FINANCIAL IMPACT AT THIS TIME.

WHEREAS, Congress has already designated the Heartland Expressway (14) in Colorado, Nebraska, Wyoming and South Dakota; Ports-to-Plains Corridor (38) in Oklahoma and Colorado; and the Theodore Roosevelt Expressway (56) in South Dakota, North Dakota, and Montana as a High Priority Corridors on the National Highway System; and

WHEREAS, with Texas and New Mexico already designated as Future Interstate 27, this designation would move forward that effort to create a complete north-south corridor serving agriculture production, energy production, tourism, and international trade needs of not only the region, but also the nation; and

WHEREAS, High Priority Corridors on the National Highway System were established in 1991 under Section 1105 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and amended several times since including the National Highway System Designation Act of 1995 which reaffirmed and refined the corridors, formally integrating them into the National Highway System and emphasized intermodal connections, national defense, and access to ports and border crossings; and the Infrastructure Investment and Jobs Act (IIJA), 2021, which amended several High Priority Corridors, reaffirming their importance in multimodal freight and economic corridors and encouraged use of these corridors in the development of rural infrastructure, Resilience Improvement Plans, and INFRA and RAISE grant funding; and

WHEREAS, in FHWA Freight and NHS Policy Guidance cited in federal freight strategies for enhancing freight reliability, trade competitiveness, and infrastructure resilience; and

WHEREAS, the purpose of the Interstate Highway System, formally known as the Dwight D. Eisenhower National System of Interstate and Defense Highways, is to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods across the United States. It serves multiple national interests; and

WHEREAS, the purpose of Future Interstate Highways is to expand and enhance the national transportation network by identifying and developing key corridors that will eventually meet full Interstate Highway standards, with the goal of supporting: 1) National Connectivity; 2) Freight and Economic Development; 3) Cross-Border Trade and International Commerce; 4) National Defense and Emergency Preparedness; and 5) Transportation Modernization; and

WHEREAS, Future Interstate Highways were created to extend the reach of the existing Interstate System to underserved regions, especially rural and economically isolated areas; create seamless links between major cities, ports, borders, and freight hubs; improve the movement of goods and services, particularly in corridors critical to agriculture, energy, and manufacturing; support economic growth by reducing travel time, transportation costs, and congestion; facilitate efficient trade between the U.S., Mexico, and Canada by connecting ports of entry with inland freight routes; and support the Strategic Highway Network (STRAHNET), ensuring that military and emergency vehicles can travel efficiently across the country; and

WHEREAS, the current Interstate Highway System in the western United States only includes three Interstate Highways (I-29, I-15 and I-5) that extend from Canada to Mexico covering over 1,150 miles of international border; and

WHEREAS, the Ports-to-Plains Corridor in Texas and New Mexico are already designated as Future Interstate 27; and

WHEREAS, this designation and route numbering would meet the Federal requirement that Future Interstate which must to connect at an existing Interstate Highway. The Proposed Designation would connect to I-70 in Colorado; I-76 in Colorado; I-80 in Nebraska, I-25 in Wyoming, I-90 in South Dakota and I-94 in North Dakota; and

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve $9.5 billion of Crop Production and $24.8 billion of Livestock Production; and

WHEREAS, this designation would connect four of the top five oil producing states in the United States; an

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve $50.7 billion of exports to Canada and $141.7 billion of exports to Mexico annually from the nine-state corridor; and

WHEREAS, this designation would create a Future Interstate Highway across three High Priority Corridors on the NHS which would serve $191.3 billion of tourism impact annually across the nine-state corridor; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base across this North America Corridor; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of the designation.

WHEREAS, the *City Council of the City of Laredo*, supports Future Interstate Highway designations to expand and enhance the national transportation network to provide a safe, efficient, and high-capacity roadway network for the movement of people and goods, while also addressing emergency evacuation needs to keep pace with growing population and efficient freight movement demands.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section I. That the *City Council of the City of Laredo* supports the designation and route numbering of the Future Interstate by Congress and urges the Departments of Transportation to support such designation and numbering for Heartland Expressway, Theodore Roosevelt Expressway, and a portion of Ports-to-Plains High Priority Corridors.

Section 2. This Resolution shall take effective immediately upon passage.

Section 3. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS

_____DAY OF _____, 2026.

_____

DR. VICTOR D. TREVIÑO,
MAYOR

ATTEST:

_____

MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOAHN "ZONE" T. NGUYEN
CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 47.**

SUBJECT
Consideration to award a construction contract to the lowest responsible, responsive bidder Quantcorp Construction LLC, Laredo, Texas, in the amount not to exceed $7,229,800.00 for the FY23-ENG-34 City of Laredo Boulevard of the Americas Phase II - Rebid III Project for the total base bid. The construction contract time is 550 working days. Funding is available in the 2018, 2024B and 2025 Certificate of Obligation Bond.

1. Quantcorp Construction, LLC, Laredo, Texas
   Total base bid: $7,229,800.00
2. Cobalt Construction, Laredo, Texas
   Total base bid: $7,319,100.00
3. Summit Build & Design, Laredo, Texas
   Total base bid: $7,940,347.00
4. Midas Contractors, LLC, Laredo, Texas
   Total base bid: $9,313,225.00

Refer to attached letter of recommendation from Abrazo Partners, Laredo, Texas.

PREVIOUS COUNCIL ACTION
On July 21, 2025, City Council approved to reject sole bid received for FY23-ENG-34 City of Laredo Boulevard of the Americas Phase 2 Rebid Project, and authorization to rebid the project as the bid received is above estimated budgeted amount.

BACKGROUND
The City of Laredo Boulevard of the Americas Phase II project consists of the construction of two public plazas: Plaza Azteca (700 Hidalgo St.) and Plaza La Noria (700 Farragut St.), to be constructed under a single contract. Work includes, but is not limited to, site demolition, earthwork, utilities, concrete and unit paver surfaces, landscaping and irrigation systems, site lighting, and installation of site furnishings. Plaza Azteca includes construction of a concession building, two unisex restroom facilities, mechanical room, storage areas, stage, and associated utility connections, as well as shade structures, monument features, and a refuse enclosure. Plaza La Noria includes similar site improvements excluding enclosed buildings. Construction contract time is 550 working days.

A total of four (4) electronic bids were received at City Secretary’s office on Wednesday, April 29, 2026 at 4:00 P.M. which were publicly opened, read and taken advertisement on Thursday, April 30, 2026 at 10:00 A.M.

	Total Base Bid	Deductive Alternate #1	Total with Alternate
Quantcorp Construction, LLC	$7,229,800.00	($499,000.00)	$6,730,800.00
Cobalt Construction	$7,319,100.00	($268,600.00)	$7,050,500.00
Summit Build & Design	$7,940,347.00	($418,666.00)	$7,521,681.00
Midas Contractors, LLC	$9,313,225.00	($108,700.00)	$9,204,525.00

Refer to attached letter of recommendation from Abrazo Partners, Laredo, Texas.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Various
Account #:	Various
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the 2018, 2024B and 2025 Certificate of Obligation Bond.
472-2790-535-9301 - $2,485,257.40
477-9850-535-9301 - $1,905,000.00
478-3110-555-9301 - $3,846,060.00
Project # SP1901

ABRAZO PARTNERS

May 5, 2026

Gloria Perez Saavedra, P.E
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040-0579
Phone: 956-791-7344

Re: FY23-ENG-34 City of Laredo Boulevard of the Americas Phase 2- Bid Review

Dear Gloria,

Abrazo Partners received four bids for this project on April 30. Following our review, **Quantcorp Construction LLC** is the lowest qualified bidder with a base bid of $7,229,800. For comparison, the second-lowest bidder, Cobalt Construction, submitted a base bid of $7,319,100—a difference of only $89,300.

If **Deduct Alternate No. 1** is accepted, Quantum's total contract amount decreases to $6,730,800, widening their lead over Cobalt ($7,050,500) to a more significant $319,700. In either scenario, Quantum Construction remains the lowest qualified bidder.

Please see the attached bid tabulation for details. Note that while the Architect advises the Owner, they are not responsible for the Contractor's performance or adherence to the Contract Documents.

Respectfully,

Ricardo A. Solis, AIA
Abrazo Partners

Monica Guajardo, AIA
Abrazo Partners

ABRAZO PARTNERS

CITY OF LAREDO
BOULEVARD OF THE AMERICAS
BID TABULATIONS
4/30/2026

	Contractor	Quantcorp Construction LLC	Trillium, LLC dba Cobalt Construction	Summit Building & Design	Midas Contractors, LLC
1	**General Conditions**				
1.1	Mobilization	$ 119,232.58	$ 125,000.00	$ 1,466,530.00	$ 400,925.00
1.2	De-mobilization	$ 119,232.58	$ 45,000.00	$ 85,025.00	$ 25,000.00
2	Sitework	$ 1,845,103.62	$ 3,335,500.00	$ 1,619,531.00	$ 1,121,600.00
3	Landscaping	$ 2,176,153.71	$ 820,400.00	$ 1,694,931.00	$ 1,350,500.00
4	Concession Building	$ 921,187.69	$ 915,600.00	$ 1,265,438.00	$ 1,409,600.00
5	Plaza Azteca Seating Area	$ 538,947.10	$ 545,800.00	$ 622,472.00	$ 2,131,100.00
6	Food Truck Area	$ 175,590.21	$ 475,600.00	$ 46,510.00	$ 1,554,500.00
7	Ivy Tree	$ 709,352.51	$ 431,200.00	$ 514,910.00	$ 695,000.00
8	Allowances				
	Allow. No. 1	$ 95,000.00	$ 95,000.00	$ 95,000.00	$ 95,000.00
	Allow. No. 2	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	Allow. No. 3	$ 425,000.00	$ 425,000.00	$ 425,000.00	$ 425,000.00
	Allow. No. 3	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00
	TOTAL BASE BID AMT	**$ 7,229,800.00**	**$ 7,319,100.00**	**$ 7,940,347.00**	**$ 9,313,225.00**
	Alternate #1 (deduct)	$ (499,000.00)	$ (268,600.00)	$ (418,666.00)	$ (108,700.00)
	Total with alternate	$ 6,730,800.00	$ 7,050,500.00	$ 7,521,681.00	$ 9,204,525.00

Materials	$ 3,934,678.58	$ 2,739,602.00	$ 3,970,173.50	$ 7,041,944.00
All other Charges	$ 3,295,121.42	$ 4,579,498.00	$ 3,970,173.50	$ 2,271,231.00
Total	$ 7,229,800.00	$ 7,319,100.00	$ 7,940,347.00	$ 9,313,175.00

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 48.**

CITY OF LAREDO

RESOLUTION NO. 2026-R-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TASB ENERGY COOPERATIVE; APPROVING THE TASB ENERGY COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo, Texas (the "City"), is a home-rule municipality and political subdivision of the State of Texas authorized to enter into interlocal agreements pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, the TASB Energy Cooperative (the "Energy Cooperative") is an administrative agency of cooperating local governments established pursuant to Chapter 791 of the Texas Government Code and authorized as a local purchasing cooperative organization pursuant to Section 271.101 et seq. of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative provides participating local governments with opportunities to procure electricity, transportation fuel, and other energy-related products, commodities, and services through competitive procurement processes designed to facilitate compliance with state purchasing laws and potentially reduce administrative burdens and costs; and

WHEREAS, the City Council finds that participation in the Energy Cooperative may provide the City with greater purchasing efficiencies, potential cost savings, and access to competitively procured energy services vendors; and

WHEREAS, the City Council has reviewed the TASB Energy Cooperative Interlocal Participation Agreement (the "Agreement") and finds that approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The recitals contained in this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The City Council hereby approves the TASB Energy Cooperative Interlocal Participation Agreement, in substantially the form presented to the City Council.

Section 3, By approval of the Agreement, the City agrees to become a member of the TASB Energy Cooperative and to participate in the cooperative purchasing program in accordance with the terms of the Agreement.

Section 4. The City Manager, or the City Manager's designee, is hereby authorized to execute the Interlocal Participation Agreement, any related Letters of Commitment, Energy Services Agreements, program participation documents, renewals, amendments, and any other documents necessary to effectuate the City's participation in the TASB Energy Cooperative, subject to review and approval by the City Attorney as to form.

Section 5. The City Manager, or designee, is further authorized to designate a program coordinator for purposes of administering the City's participation in the Energy Cooperative.

Section 6. All actions previously taken by City officials and employees consistent with the intent of this Resolution are hereby ratified and confirmed.

Section 7. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall take effect immediately upon its passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____2026.

_____
DR. VICTOR D. TREVINO
MAYOT

ATTESTED:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAH T. NGUYEN, CITY ATTORNEY

_____
AMBER HOLMES
ASSITANT CITY ATTORNEY

CITY OF LAREDO
RESOLUTION NO. 2026-R-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TASB ENERGY COOPERATIVE; APPROVING THE TASB ENERGY COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo, Texas (the "City"), is a home-rule municipality and political subdivision of the State of Texas authorized to enter into interlocal agreements pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, the TASB Energy Cooperative (the "Energy Cooperative") is an administrative agency of cooperating local governments established pursuant to Chapter 791 of the Texas Government Code and authorized as a local purchasing cooperative organization pursuant to Section 271.101 et seq. of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative provides participating local governments with opportunities to procure electricity, transportation fuel, and other energy-related products, commodities, and services through competitive procurement processes designed to facilitate compliance with state purchasing laws and potentially reduce administrative burdens and costs; and

WHEREAS, the City Council finds that participation in the Energy Cooperative may provide the City with greater purchasing efficiencies, potential cost savings, and access to competitively procured energy services vendors; and

WHEREAS, the City Council has reviewed the TASB Energy Cooperative Interlocal Participation Agreement (the "Agreement") and finds that approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The recitals contained in this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The City Council hereby approves the TASB Energy Cooperative Interlocal Participation Agreement, in substantially the form presented to the City Council.

Section 3, By approval of the Agreement, the City agrees to become a member of the TASB Energy Cooperative and to participate in the cooperative purchasing program in accordance with the terms of the Agreement.

Section 4. The City Manager, or the City Manager's designee, is hereby authorized to execute the Interlocal Participation Agreement, any related Letters of Commitment, Energy Services Agreements, program participation documents, renewals, amendments, and any other documents necessary to effectuate the City's participation in the TASB Energy Cooperative, subject to review and approval by the City Attorney as to form.

Section 5. The City Manager, or designee, is further authorized to designate a program coordinator for purposes of administering the City's participation in the Energy Cooperative.

Section 6. All actions previously taken by City officials and employees consistent with the intent of this Resolution are hereby ratified and confirmed.

Section 7. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall take effect immediately upon its passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS

_____ DAY OF _____2026.

_____
DR. VICTOR D. TREVINO
MAYOT

ATTESTED:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM:
DOAH T. NGUYEN, CITY ATTORNEY

_____
AMBER HOLMES
ASSITANT CITY ATTORNEY

TASB ENERGY COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

   "Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

   "Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

"Energy Services Vendor" means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term includes a retail electric provider ("REP"), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

"Letter of Commitment" means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. **Adopt Charter Interlocal Cooperation Agreement**. The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. **Term**.

(a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

(b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. **Services**. The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member's participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

(a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it

may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

(b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:

(a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.

(b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. Termination.

(a) **By the Energy Cooperative Member**. This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.

(b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:

(1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.

(c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In

addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation Fees") from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.

8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees ("Board"), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.

9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.

3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.

5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.

6. **Fiscal Responsibility.**

   (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.

   (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.

8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. Legal Authority. The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:

(a) It is a political subdivision of the state of Texas and it meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

(b) The functions and services to be performed under this Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.

(c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.

(d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.

(e) All requirements – local or state – for a third party to approve, record or authorize this Agreement have been met.

11. Disclaimer. THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability. Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:

(a) Neither party waives any immunity from liability afforded under law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.

(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

13. Limitation of Rights. Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

14. Entirety and Effect on Prior Agreements. Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.

15. Notice. Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.

16. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

17. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this

Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____ Date: _____
Dan Troxell, Ph.D., Secretary

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

_____
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative

_____
Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member: _____
Name

_____
Mailing Address

_____
City
Texas, _____
(zip)

_____
Telephone

_____
Fax

_____
Email

BOARD RESOLUTION

of

_____

(Name of Local Government)

TASB Energy Cooperative

WHEREAS, the above-named entity, (hereinafter "Energy Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter "Energy Cooperative"), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq*., of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative Member is of the opinion that participation in the Energy Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Energy Cooperative Member has reviewed the Interlocal Participation Agreement ("Agreement") and seeks to adopt such Agreement in order to become a member of, and participate in, the Energy Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the TASB Energy Cooperative; and

2. The Board of Trustees authorizes its Board President, Superintendent or the Superintendent's designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Charter Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

_____

President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

TASB Energy Cooperative Electricity Purchasing Program
Required Disclosure Statement

The TASB Energy Cooperative ("Cooperative") electricity purchasing program is available to local governmental entities located in areas of Texas with retail electric competition who have executed an Interlocal Participation Agreement with the Cooperative ("Cooperative Members"). The Cooperative is administered by the Texas Association of School Boards, Inc. The regulations of the Public Utility Commission of Texas require that TASB disclose the following information to Cooperative Members that seek to purchase electricity through the Cooperative's purchasing program:

1. Texas Association of School Boards, Inc. ("TASB") is registered with the Public Utility Commission of Texas as an electricity aggregator (Registration No. EL020123) and as an electricity broker (Registration No. BR190573). TASB's mailing address is 12007 Research Blvd., Austin, Texas 78759.

2. TASB is not affiliated with any electric utility or any retail electric provider ("REP").

3. TASB serves as the administrator for the Cooperative. In that role, TASB assists the Cooperative in the selection of a REP for the Cooperative's electricity purchasing program. The Cooperative and TASB are not responsible for addressing customer service issues relating to the electric service a Cooperative Member receives from the selected REP. The Cooperative receives an administrative fee from the selected REP, a portion of which is paid to TASB to compensate TASB for the administrative services it provides to the Cooperative.

4. The Cooperative electricity purchasing program is a voluntary program and a Cooperative Member is given the opportunity, but is not required, to purchase electricity from the selected REP. No specific action is required for a Cooperative Member to end its participation in the Cooperative electricity purchasing program; provided, however that a Cooperative Member who has executed a retail electricity service agreement with the selected REP has a contractual obligation under that agreement to purchase electricity from that REP until the end of the specified contract term.

5. Any questions related to the Cooperative's electricity purchasing program or TASB's administration of the program may be addressed to Mark Wey, Division Director, TASB Business Services Sales and Marketing, at 800-580-8272 or mark.wey@tasb.org. Inquiries or complaints related to the brokerage services provided by TASB may be addressed to the Public Utility Commission of Texas, Customer Protection Division at 888-782-8477 or at customer@puc.texas.gov.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 49.**

SUBJECT
Consideration to renew annual service contract FY24-067 for Outside Tire Repair Services with the following vendors:

1). Section I: Outside tire repairs for mid-size vehicles:

a). Toro Automotive, Laredo, Texas in an annual amount up to $100,000.00 and $100,000.00 for the remainder of the contract term; and

b). Border Tire, Laredo, Texas in an annual amount up to $70,000.00 and $70,000.00 for the remainder of the contract term;

2). Section II: Outside tire repairs for heavy-duty trucks:

a). Toro Automotive, Laredo, Texas in an annual amount up to $70,000.00 and $70,000.00 for the remainder of the contract term;

b). Southern Tire Mart, Laredo, Texas in an annual amount up to $60,000.00 and $60,000.00 for the remainder of the contract term;

3). Section III: outside tire repairs for industrial sized trucks:

a). Southern Tire Mart, Laredo, Texas in an annual amount up to $90,000.00 and $90,000.00 for the remainder of the contract term;

b). T&W Tire LLC., Laredo, Texas in an annual amount up to $45,000.00 and $45,000.00 for the remainder of the contract term.

All outside tire repair services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed one additional one-year extension period upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 6/24/24.
Approved a one-year contract on 6/2/25.

BACKGROUND
This contract establishes regular and after hour service call rates for outside tire repair services for the Fleet Department. Prices for tire repairs shall be performed at the contractor's facility and remote sites on tires owned by the City of Laredo. All services will be provided on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended for one, additional one (1) year period. This contract shall be the responsibility of and administered by the

vendor and the City of Laredo Fleet Department.

Current Contract Pricing:

Section I: Cars & Trucks
Toro Automotive
Border Tire

Section II: Heavy Duty Trucks
Toro Automotive
Southern Tire Mart

Section III: Construction Equipment
Southern Tire Mart
T&W Tire LLC.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2815-533-2077. 593-2820-533-2077,593-2825-533-2077
Change Order: Exceeds 25% Y/N:	No.

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

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2026

Ms. Cassandra Ayala
T&W Tire, LLC.
14202 Transportation Avenue
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension II

Dear Ms. Ayala,

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section III

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

T&W Tire, LLC.

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

Authorized Signature: _____

Print Name: _____

Date: 04-29-26

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2026

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension II

Dear Mr. Conwill,

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Sections II
Section III

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

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

Authorized Signature: _____

Print Name: Kent Saucier

Date: 4/28/2026

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2026

Mr. James Gonzalez
Toro Automotive
1001 Guadalupe Street
Laredo, Texas 78040

Re: FY24-067 Tire Repair Services
Extension II

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Sections I & II

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Toro Automotive

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

Authorized Signature: Janet Reyes

Print Name: Janet Reyes

Date: 4-24-26

City of Laredo
Purchasing Division

LETTER OF AWARD

June 3, 2025

Mr. Bryan Benavides
T&W Tire, LLC.
14202 Transportation Avenue
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Benavides,

This is to inform you that the contract renewal FY24-067 was approved by the City Council on June 2, 2025. The term of this contract shall be for a period of one year. This is the first of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 3, 2025

Mr. Ricky Araiza
Border Tire
13613 Cabezut Drive
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Araiza,

This is to inform you that the contract renewal FY24-067 was approved by the City Council on June 2, 2025. The term of this contract shall be for a period of one year. This is the first of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Section I Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 3, 2025

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Conwill,

This is to inform you that the contract renewal FY24-067 was approved by the City Council on June 2. 2025. The term of this contract shall be for a period of one year. This is the first of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Sections II	Secondary Vendor
Section III	Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 3, 2025

Mr. James Gonzalez
Toro Automotive
1001 Guadalupe Street
Laredo, Texas 78040

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract renewal FY24-067 was approved by the City Council on June 2, 2025. The term of this contract shall be for a period of one year. This is the first of three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Sections I & II Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 6/2/2025 **Consent Agenda 25.**

SUBJECT
Consideration to renew annual service contract FY24-067 for Outside Tire Repair Services with the following vendors:

1). Section I: Outside tire repairs for mid-size vehicles:

a). Toro Automotive, Laredo, Texas in an amount up to $100,000.00; and

b). Border Tire, Laredo, Texas in an amount up to $70,000.00.

2). Section II: Outside tire repairs for heavy-duty trucks:

a). Toro Automotive, Laredo, Texas in an amount up to $70,000.00; and

b). Southern Tire Mart, Laredo, Texas in an amount up to $60,000.00.

3). Section III: Outside tire repairs for industrial sized trucks:

a). Southern Tire Mart, Laredo, Texas in an amount up to $90,000.00; and

b). T&W Tire LLC., Laredo, Texas in an amount up to $45,000.00.

All outside tire repair services will be secured on an as needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed two additional one-year extension periods upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a one-year contract on 6/24/24.

BACKGROUND
This contract establishes regular and after hour service call rates for outside tire repair services for the Fleet Department. Prices for tire repairs shall be performed at the contractor's facility and remote sites on tires owned by the City of Laredo. All services will be provided on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This contract may be extended for two, additional one (1) year periods. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Current Contract Pricing:

Section I: Cars & Trucks
A) Toro Automotive
B) Border Tire

Section II: Heavy Duty Trucks
A) Toro Automotive
B) Southern Tire Mart

Section III: Construction Equipment
A) Southern Tire Mart
B) T&W Tire LLC.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2025.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2077.
Change Order: Exceeds 25% Y/N:	No.

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

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2025

Mr. Ricky Araiza
Border Tire
13613 Cabezut Drive
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Araiza,

This is to inform you that the contract renewal for FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section J Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Border Tire

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

Authorized Signature: _____

Print Name: Manuel Tinoco

Date: 5/14/2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2025

~~Ms. Cassandra Ayala~~ Bryan Benavides
T&W Tire, LLC.
14202 Transportation Avenue
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear ~~Ms. Ayala~~, Mr. Benavides

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

T&W Tire, LLC.

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

Authorized Signature: _____

Print Name: Bryan Benavides

Date: 05-13-2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2025

Mr. James Gonzalez
Toro Automotive
1001 Guadalupe Street
Laredo, Texas 78040

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Sections I & II Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Toro Automotive

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

Authorized Signature: Janet Reyes

Print Name: Janet Reyes

Date: 4-24-2025

City of Laredo
Purchasing Division

RENEWAL NOTICE

April 24, 2025

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Extension I

Dear Mr. Conwill,

This is to inform you that the contract FY24-067 which was approved by the City Council on June 24, 2024 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract.

Contract Pricing:

Sections II	Secondary Vendor
Section III	Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart

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

Authorized Signature: _____

Print Name: Richard Conwill Director of Government Sales

Date: 4-25-25

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)794-1731 Fax 790-1805

City of Laredo
Purchasing Division

LETTER OF AWARD

June 25, 2024

Mr. Richard Conwill
Southern Tire Mart
1101A Beltway Parkway
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Approved by City Council on June 24, 2024

Dear Mr. Conwill,

This is to inform you that contract FY24-067 was approved by the City Council on June 24, 2024. The term of this contract shall be for a period of one year. This contract has three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Sections II	Secondary Vendor
Section III	Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 25, 2024

Ms. Cassandra Ayala
T&W Tire, LLC.
14202 Transportation Avenue
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Approved by City Council on June 24, 2024

Dear Ms. Ayala,

This is to inform you that contract FY24-067 was approved by the City Council on June 24, 2024. The term of this contract shall be for a period of one year. This contract has three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Section III Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 25, 2024

Mr. James Gonzalez
Toro Automotive
1001 Guadalupe Street
Laredo, Texas 78040

Re: FY24-067 Tire Repair Services
Approved by City Council on June 24, 2024

Dear Mr. Gonzalez,

This is to inform you that contract FY24-067 was approved by the City Council on June 24, 2024. The term of this contract shall be for a period of one year. This contract has three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Sections I & II Primary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

June 25, 2024

Mr. Ricky Araiza
Border Tire
13613 Cabezut Drive
Laredo, Texas 78045

Re: FY24-067 Tire Repair Services
Approved by City Council on June 24, 2024

Dear Mr. Araiza,

This is to inform you that contract FY24-067 was approved by the City Council on June 24, 2024. The term of this contract shall be for a period of one year. This contract has three extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Contract Pricing:

Section I Secondary Vendor

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

Sincerely,

Jaime E. Zapata
Purchasing Agent

Xc: Purchasing File

File #:	24-1127 Version: 1		
Type:	Consent Agenda	Status:	Agenda Ready
File created:	5/29/2024	In control:	City Council
On agenda:	6/24/2024	Final action:	
Title:	Consideration to award annual service contracts FY24-067, Outside Tire Repair Contract to the following vendors: 1). Section I: outside tire repairs for mid-size vehicles: (a). Toro Automotive, Laredo, Texas in an amount up to $100,000.00 (Primary Vendor); (b). Border Tire, Laredo, Texas in an amount up to $70,000.00 (Secondary Vendor); and 2). Section II: outside tire repairs for heavy-duty trucks: (a). Toro Automotive, Laredo, Texas in an amount up to $70,000.00 (Primary Vendor); (b). Southern Tire Mart, Laredo, Texas in an amount up to $60,000.00 (Secondary Vendor); and 3). Section III: outside tire repairs for industrial sized trucks: (a). Southern Tire Mart, Laredo, Texas in an amount up to $90,000.00 (Primary Vendor); (b). T&W Tire LLC., Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor). All outside tire repair services will be secured on an as needed basis. Although Oyervides Tire Service was low bidder on some sections, they have no es...		
Attachments:	1. Bid Tab FY24-067, 2. FY24-067 Contracts, 3. FY24-067 Recommendation		

History (0) Text

SUBJECT
title
Consideration to award annual service contracts FY24-067, Outside Tire Repair Contract to the following vendors:

1). Section I: outside tire repairs for mid-size vehicles:

(a). Toro Automotive, Laredo, Texas in an amount up to $100,000.00 (Primary Vendor);

(b). Border Tire, Laredo, Texas in an amount up to $70,000.00 (Secondary Vendor); and

2). Section II: outside tire repairs for heavy-duty trucks:

(a). Toro Automotive, Laredo, Texas in an amount up to $70,000.00 (Primary Vendor);

(b). Southern Tire Mart, Laredo, Texas in an amount up to $60,000.00 (Secondary Vendor); and

3). Section III: outside tire repairs for industrial sized trucks:

(a). Southern Tire Mart, Laredo, Texas in an amount up to $90,000.00 (Primary Vendor);

(b). T&W Tire LLC., Laredo, Texas in an amount up to $45,000.00 (Secondary Vendor).

All outside tire repair services will be secured on an as needed basis. Although Oyervides Tire Service was low

FY24-067 Tire Repair Services

T&W Tire LLC

Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

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

T&W Tire LLC Information

Contact: Josh Thompson
Address: 14202 Transportation Ave.
Laredo, TX 78045
Phone: (512) 648-1974
Email: jthompson@tandwtire.com
Web Address: www.tandwtire.com

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

Martha A Navarro for T&W Tire LLC
Signature

cayala@tandwtire.com
Email

Submitted at 5/8/2024 01:27:00 PM (CT)

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
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 response*

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 response*
8	**State if the Company is a certified minority business enterprise** *No response*
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
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? *No response*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** *No response*

14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
17	**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.** *No response*
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** *No response*
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23 **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)

No response

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

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

No response

25 **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.

26 **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?

No response

27 **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.

No response

28 **Question 9. Updates Required**

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

☐ *I have read and understand this section*

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

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

☐ *I have read and understand this section*

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☐ *I have acknowledge that I have been advised*

31 **Question 11. Oath**

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

No response

32 **Question 12. Oath**

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

☐ *I swear or affirm information is correct*

33 **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.
(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:
INTERIM 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 or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
P.O. Box 210
Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any 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 [illegible]D SURVEYING PRACTICE ACTS AND R[illegible]ES CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate.
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a 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 purcha[illegible] from insurers that are financially accept[illegible] to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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 it 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.

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 Agree to the Terms and Conditions*

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

35 **Disqualification & Debarment Certification**

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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*

36	**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*

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

Bid Lines

1 Package Header

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: No response Total: No response

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: No response Total: No response

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: No response Total: No response

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: No response Total: No response

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: No response

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: No response Total: No response

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.6 11.00 X16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: 0

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the Fleet Department.

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha A. Mora
For: Jose A. Valdez Jr.
City Secretary

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.

(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:

INTERIM 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 or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 PAYMENT & INVOICING

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

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

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

PO. Box 210
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.

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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 it 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.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Point of Contact

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 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.

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

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: M-F

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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.

24.1 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.

25.0 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.

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

26.0 Price Adjustment****

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

27.0 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.

28.0 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)

29.0 **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) T&W Tire, LLC

Signature of person authorized to sign bid CAyala Date 5-07-24

Print Name of person authorized to sign bid Cassandra Ayala

Title: Store Manager

Business Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Telephone Number: 956-722-3409 Fax Number: —

Contact Person Email Address: cayala@tandwtire.com

Federal Tax ID Number: 73-1290906

Bidders Principal/Corporate Place of Business Address: 25 N Council Rd Oklahoma City, OK 73127

Indicated Status of Business:

Corporation ____ Partnership ✓ Sole Proprietorship ____ Other: ____

If other state business status: N/A

State how long under its present business name: October of 2017 6 yrs 7mths.

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

N/A

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

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

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.)

Hs 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

30.0 **Price Schedule**

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After and Weekend hour Tire replacement discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 23.25
15 P225/70R15, P235/65R17, P225/75R15	$ 23.25
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 23.25
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 23.25
19 P265/60R18, LT245/75R16, P265/60R18	$ 23.25
20 P265/70R17, P215/60R15, P205/65R15	$ 23.25
26X12X12, 24X12X12	$ 50.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

N/A.

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

Company Name: T+W Tire, LLC

Owner/President Name: John, Theissen, Adam Theissen, and Kane Russel

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: C Ayala

Company Representative's Name: Cassandra Ayala

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

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After Hour and Weekend Tire replacement Discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35.00
11R x 24.5	$ 35.00
315 80 x 22.5	$ 40.00
255-75R22.5	$ 35.00
295-75 R22.5	$ 35.00
425/80R/22.5	$ 35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Hunter Alignment Machine In Shop.

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

Company Name: T+W Tire, LLC

Owner/President Name: John Theissen, Adam Theissen, and Kane Russel

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo Tx, 78045

Company Authorized Representative's Signature: C Cyala

Company Representative's Name: Cassandra Ayala

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

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	450
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 50/hr
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85/hr
Holiday/Weekend Service Call Rate	$ 85/hr
After Hour and Weekend Tire replacement Discount offered	% 0
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ 60.00
11.00 X16	$ 37.50
14.9 x 24	$ 60.00
16.00 x 24	$ 65.00
18.4 x 30	$ 75.00
18.4 x 34	$ 75.00
19.5L x 24	$ 60.00
20.5 x 25	$ 70.00
33.25R X 29	$ 165.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

N/A.

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

Company Name: T+W Tire, LLC

Owner/President Name: John Theissen, Adam Theissen, and Kane Russel

Company Address: 14202 Transportation Ave.

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: CCyala

Company Representative's Name: Cassandra Ayala

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

31.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☒ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Cassandra Ayala (Name) C. Ayala (Signature) 5-07-24 (Date)

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

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

32.0 **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 Cassandra Ayala
(a Partner of officer of the firm of, etc.)

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

C Ayala

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 6 day of May 20 24.

Notary Public

My commission expires:
01/12/2025

DUSTIN TIJERINA
Notary Public, State of Texas
Comm. Expires 01-12-2025
Notary ID 132662428

33.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

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

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Cassandra	L	Ayala	

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

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

Name (Print)	Signature	Name (Print)	Signature
Cassandra Ayala	C Cyala		

***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): _____

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☒ 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.

Cassandra Ayala	C Ayala	Store Manager
Name (Print)	Signature	Title
T + W Tire, LLC		5-07-24
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

34.0 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

34.1 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.

34.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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.**
T + W Tire, LLC Laredo, Tx U.S.

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.**
FY23-027

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

5 **Check only if there is NO Interested Party.** ☒

6 **AFFIDAVIT**

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

C Ayala
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

or

Hand Delivered:

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

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha A. Morales

For: Jose A. Valdez Jr.
City Secretary

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.

(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:

INTERIM 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 or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 PAYMENT & INVOICING

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

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

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

PO. Box 210
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.

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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 it 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.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Point of Contact

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 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.

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

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00 a.m. to 5:00 p.m.

Days of week: Monday - Friday

24.0 Award of Contract

This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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.

24.1 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.

25.0 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.

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

26.0 Price Adjustment****

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

27.0 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.

28.0 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)

29.0 **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) Border Tire

Signature of person authorized to sign bid _____ Date 5/13/24

Print Name of person authorized to sign bid Manuel Tinoco

Title: Center Manager

Business Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-217-5272 Fax Number: _____

Contact Person Email Address: manuel.tinoco@border-tire.com

Federal Tax ID Number: 36-4820824

Bidders Principal/Corporate Place of Business Address: 13609 Cabezut Dr

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship X Other: _____

If other state business status: _____

State how long under its present business name: 6 Years

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

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

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

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

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 45
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 85
Holiday/Weekend Service Call Rate	$ 85
After and Weekend hour Tire replacement discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 15
15 P225/70R15, P235/65R17, P225/75R15	15
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 15
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 15 - 25
19 P265/60R18, LT245/75R16, P265/60R18	15
20 P265/70R17, P215/60R15, P205/65R15	$ 15
26X12X12, 24X12X12	$ 15

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Fuel Surcharge of $25 will be added for each call out

If the vehicle wheel is aluminum, assembly would have to be taken to our facility to use proper machine to service tire.

2 hour minimum for After Hours / Holiday Call out

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

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

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

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 65
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 95
Holiday/Weekend Service Call Rate	$ 95
After Hour and Weekend Tire replacement Discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35
11R x 24.5	$ 35
315 80 x 22.5	$ 35
255-75R22.5	$ 35
295-75 R22.5	$ 35
425/80R/22.5	$ 35

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Fuel Surcharge of $25 will be added for each call out

2 Hour minimum for After Hours / Holiday call out

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

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, Tx 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

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

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ N/B
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ N/B
Holiday/Weekend Service Call Rate	$ N/B
After Hour and Weekend Tire replacement Discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ N/B
11.00 X16	$ N/B
14.9 x 24	$ N/B
16.00 x 24	$ N/B
18.4 x 30	$ N/B
18.4 x 34	$ N/B
19.5L x 24	$ N/B
20.5 x 25	$ N/B
33.25R X 29	$ N/B

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

NO BID FOR THIS REQUEST

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

Company Name: Border Tire

Owner/President Name: Royal Jones

Company Address: 13609 Cabezut Dr

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Manuel Tinoco

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

31.0 **Conflict of Interest Disclosure**

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Dean Rigg — Name | Signature | 05/16/2024 — Date

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.

OFFICE USE ONLY

Date Received

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

None/NA

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

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

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

None/NA

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 N/A

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 N/A

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 N/A

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

Signature of person doing business with the governmental entity — Date: 5/16/24

32.0 **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ New Mexico {}
COUNTY OF ~~WEBB~~ Dona Ana {}

Being first duly sworn, deposes and says:

That he/she is Chief Financial Officer/Secretary
(a Partner of officer of the firm of, etc.)

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

Signature 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 1st day of May 2024.

State of New Mexico
Notary Public
Trisha N. Grim
Commission Number 1099420
Expiration Date 12/7/2027

Notary Public

My commission expires:

33.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or _X_Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Manuel		Tinoco	Jr

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

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

Name (Print)	Signature	Name (Print)	Signature
Manuel Tinoco			

***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): _____

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☒ 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.

Manuel Tinoco		Center Manager
Name (Print)	Signature	Title
Border Tire		5/13/24
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

34.0 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

34.1 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.

34.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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.
Border Recapping, LLC dba Border Tire

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.
Tire Repair Services - Fleet Department FY24-067

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Royal Jones	El Paso and Laredo, TX	X	

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 Dean Rigg, this the 16th day of May, 20 24, to certify which, witness my hand and seal of office.

Trisha A Grim — Signature of officer administering oath

Trisha Grim — Printed name of officer administering oath

Notary — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

State of New Mexico
Notary Public
Trisha N. Grim
Commission Number 1099420
Expiration Date 12/7/2027

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10-5-2015

*****

35.0 **Vendors Instructions:**
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

or

Hand Delivered:

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

FY24-067 Tire Repair Services

Border Tire

Border Recapping, LLC

Supplier Response

Event Information

Number:	FY24-067 Tire Repair Services
Title:	FY24-067 Tire Repair Services - Fleet Department
Type:	Request For Bid
Issue Date:	4/23/2024
Deadline:	5/16/2024 05:00 PM (CT)

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

Border Tire Information

Contact: Ricky Araiza
Address: 13613 Cabezut Dr
Laredo, TX 78045
Phone: (956) 271-5272
Email: ricky.araiza@border-tire.com
Web Address: border-tire.com

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

Martha A Navarro for Border Tire
Signature

manuel.tinoco@border-tire.com
Email

Submitted at 5/16/2024 02:18:00 PM (CT)

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *No response*
3	**State how long under has the business been in its present business name** *No response*
4	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
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 response*

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 response*
8	**State if the Company is a certified minority business enterprise** *No response*
9	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
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? *No response*
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** *No response*

14 **Question 1. Name of person submitting this disclosure form**

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

No response

15 **Question 2. Contract Information**

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

No response

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

No response

17 **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.**

No response

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

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

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

No response

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

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

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

No response

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

23 **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)

No response

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

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

No response

25 **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.

26 **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?

No response

27 **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.

No response

28 **Question 9. Updates Required**

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

☐ *I have read and understand this section*

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

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

☐ *I have read and understand this section*

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☐ *I have acknowledge that I have been advised*

31 **Question 11. Oath**

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

No response

32 **Question 12. Oath**

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

☐ *I swear or affirm information is correct*

33 **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.
(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, Bidders 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:
INTERIM 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 quantity 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 or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
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 L[illegible]D SURVEYING PRACTICE ACTS AND RU[illegible]S CONCERNING PRACTICE AND LICENSURE OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services.
(b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost.
(c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

13.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate.
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

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

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 it 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.

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 Agree to the Terms and Conditions*

3
4

Insurance Terms and Conditions

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

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

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

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

☐ *I agree my insurance meets minumum requirements*

35 **Disqualification & Debarment Certification**

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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*

36	**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*

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

38	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*

Bid Lines

1 Package Header

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: *No response*

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: No response Total: No response

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: No response Total: No response

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: No response Total: No response

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: No response Total: No response

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: No response

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: No response Total: No response

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: No response Total: No response

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: No response

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: No response Total: No response

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: *No response*

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.6 11.00 X16

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: *No response* Total: *No response*

Response Total: 0

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the Fleet Department.

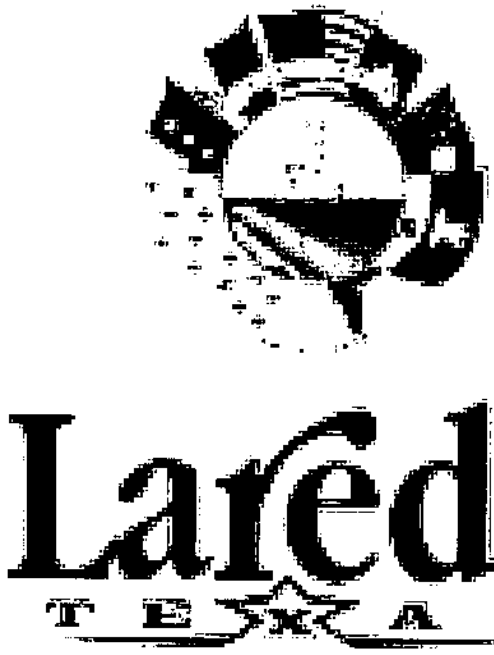
Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids can be downloaded and submitted through Cit-E-Bid:	Hand Delivered:
https://cityoflaredo.ionwave.net/Login.aspx	**City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**



FY24-067 Tire Repair Services
Toro Automotive LLC
Toro Automotive LLC
Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

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: ealdap[illegible]@ci.laredo.tx.us

Toro Automotive LLC Information

Contact:	James Gonzalez/Janet Reyes/Pedro Nunez
Address:	1001 Guadalupe St Laredo, TX 78040
Phone:	(956) 753-8676
Fax:	(956) 753-8677
Email:	bids@toroauto.com
Web Address:	www.toroauto.com

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

JANET REYES
Signature

JREYES@TOROAUTO.COM
Email

Submitted at 5/6/2024 11:55:20 AM (CT)

Response Attachments

FY24-067.pdf

FY24-067

AFFIDAVIT.pdf

AFFIDAVIT

CIQ.pdf

CIQ

form 1295 .pdf

form 1295

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Toro Automotive LLC, Janet Reyes, 956-753-8676
3	**State how long under has the business been in its present business name** 11
4	**If applicable, list all other names under which the Business identified above operated in the last five years** Toro Motors LLC DBA Toro Auto Sales

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? Not to all
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? Not to all
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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** 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
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Janet Reyes
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY24-067 Tire Repair Services (FY24-067 Tire Repair Services - Fleet Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Toro Automotive LLC
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** It applies to my business
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

23 **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)

Not Applicable

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

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

N/A

25 **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.

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **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.

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section

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

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

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

31 **Question 11. Oath**

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

1)Janet Reyes 2)General Manager 3)Toro Automotive LLC 4)04/30/2024

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct

33 **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.
(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:
INTERIM 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 or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid. the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

based on discounts from list, ..n list prices must appear on bid schedule ..l invoices shall be mailed to the Accounts Payable Office, City Hall, and
P.O. Box 210
Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any 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.
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 ... ...it, and coverage must include a broad fo... Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

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

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, 20[illegible] 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 it 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.

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 Agree to the Terms and Conditions

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

35 **Disqualification & Debarment Certification**

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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

3 6	**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

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

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

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

☑ I have read and understand this section

38 **Ordinace 2018-O-175**

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

I agree

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $233.00

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $16.50 Total: $16.50

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $30.00 Total: $30.00

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $16.50 Total: $16.50

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $15.00 Total: $15.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $320.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $665.00

Item Notes: Please submit "0 ...r unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $75.00 Total: $75.00

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Supplier Notes: NO BID

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 1%

Supplier Notes: NO BID, IT DID GIVE ME THE OPTION TO PUT NO BID

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.6 11.00 X16

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: $65.00 Total: $65.00

Response Total: $1,218.00

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Janet Reyes (Name) Janet Reyes (Signature) 4-29-24 (Date)

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

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

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
CERTIFICATION OF FILING

Certificate Number:
2024-1154657

Date Filed:
04/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Toro Automotive LLC
Laredo, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-067
Tire Repair Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Janet Reyes, and my date of birth is 08-06-1985

My address is 1001 Guadalupe (street), Laredo (city), TX (state), 78040 (zip code), _____ (country)

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

Executed in Webb County, State of Texas, on the 30 day of April (month) 2024 (year).

Janet Reyes
Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the Fleet Department.

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and read **publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

Martha A. Mares

For: Jose A. Valdez Jr.
City Secretary

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.

(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:
INTERIM 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 or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 PAYMENT & INVOICING

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

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

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

P.O. Box 210
Laredo, Texas 78042.

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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 it 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.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 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.

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

17.4 Termination
This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8:00am a.m. to 7:00 p.m.

Days of week: 5days of the week M-F
Saturday 9:00am to 2:00 pm

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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.

24.1 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.

25.0 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.

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

26.0 Price Adjustment****

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

27.0 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.

28.0 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)

29.0 **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) Toro Automotive LLC

Signature Janet Reyes Date 04-29-24
of person authorized to sign bid

Print Name Janet Reyes
of person authorized to sign bid

Title: General Manager

Business Address: 1001 Guadalupe st

City, State, Zip Code: Laredo, TX, 78040

Telephone Number: 956 753-8676 Fax Number: 956 753-8677

Contact Person Email Address: bids@toroautto.com

Federal Tax ID Number: 46-0549451

Bidders Principal/Corporate Place of Business Address: 1001 Guadalupe st

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 11 yrs

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

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

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

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.)

Hs 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

30.0 Price Schedule

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After and Weekend hour Tire replacement discount offered	%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ 15.00
15 P225/70R15, P235/65R17, P225/75R15	15.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ 16.50
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ 30.00
19 P265/60R18, LT245/75R16, P265/60R18	16.50
20 P265/70R17, P215/60R15, P205/65R15	$ 15.00
26X12X12, 24X12X12	$ 15.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Taro utilizes Hunter Engneering eauipment for tire service and/or changing & balancing and any alignments.

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

Company Name: Taro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe st

City, State, Zip Code: Laredo, TX, 78046

Company Authorized Representative's Signature: Janet Reyes.

Company Representative's Name: Janet Reyes.

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

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 39.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After Hour and Weekend Tire replacement Discount offered	% N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ 35.00
11R x 24.5	$ 35.00
315 80 x 22.5	$ 35.00
255-75R22.5	$ 35.00
295-75 R22.5	$ 35.00
425/80R/22.5	$ 35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter engineering equipment for tire service and/or changing & balancing and any alignments.

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

Company Name: Toro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe St

City, State, Zip Code: Laredo, TX, 78040

Company Authorized Representative's Signature: Janet Reyes

Company Representative's Name: Janet Reyes

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

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ 35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ 75.00
Holiday/Weekend Service Call Rate	$ N/A
After Hour and Weekend Tire replacement Discount offered	% N/A
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ 65.00
11.00 X16	$ 35.00
14.9 x 24	$ 65.00
16.00 x 24	$ 65.00
18.4 x 30	$ 65.00
18.4 x 34	$ 65.00
19.5L x 24	$ 65.00
20.5 x 25	$ 65.00
33.25R X 29	$ 65.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

Toro utilizes Hunter engineering equipment for tire service and oil changing & ballancing and any alignments.

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

Company Name: Toro Automotive LLC

Owner/President Name: James Gonzalez

Company Address: 1001 Guadalupe st

City, State, Zip Code: Laredo TX 78040

Company Authorized Representative's Signature: Janet Reyes

Company Representative's Name: Janet Reyes

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

31.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Janet Reyes — Name
Janet Reyes. — Signature
4-29-24 — Date

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.

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

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

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

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

_____ _____
Signature of person doing business with the governmental entity — Date

32.0

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 Janet Reyes
(a Partner of officer of the firm of, etc.)

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

Janet Reyes

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 30th day of April 20 24.

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026

33.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

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

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Janet		Reyes	

***2. Contract Information.**

a) Contract or Project name(s): Tires Service Repairs Bid

b) Originating Department(s): Fleet Department FY24-067

***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

***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): _____

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☑ 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.

Janet Reyes	Janet Reyes	General Manager
Name (Print)	Signature	Title
Toto Automotive LLC		04-29-24
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

34.0 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

34.1 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.

34.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

35.0 **Vendors Instructions:**
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

or

Hand Delivered:

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

32.0

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 Janet Reyes
(a Partner of officer of the firm of, etc.)

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

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

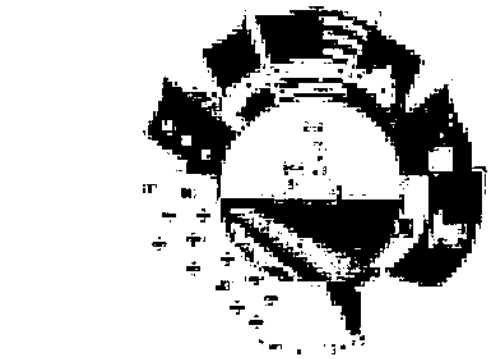
Subscribed and sworn before me this 30th day of April 20 24.

Guadalupe R Castillo
Notary Public

My commission expires:

January 29, 2026

GUADALUPE R. CASTILLO
My Notary ID # 7159852
Expires January 29, 2026



FY24-067 Tire Repair Services

Southern Tire Mart, LLC

Southern Tire Mart, LLC

Supplier Response

Event Information

Number: FY24-067 Tire Repair Services
Title: FY24-067 Tire Repair Services - Fleet Department
Type: Request For Bid
Issue Date: 4/23/2024
Deadline: 5/16/2024 05:00 PM (CT)

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

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com
Web Address: www.stmtires.com

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

Richard Conwill
Signature

gov-sales@stmtires.com
Email

Submitted at 5/1/2024 12:41:59 PM (CT)

Response Attachments

Signed 1295.pdf

1295 Form

Signed Affidavit.pdf

Affidavit

Signed CIQ.pdf

Certificate of Insurance

Final Signed BID.pdf

Final Signed BID FY24-067

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Southern Tire Mart, LLC Richard Conwill 877-786-4681
3	**State how long under has the business been in its present business name** 20+
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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.
10	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

11	**Conflict of Interest Questionnaire** 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
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Richard Conwill
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department City of Laredo Finance Department- Tire Repair Services- Fleet Department FY24-067
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Southern Tire Mart, LLC
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

23 **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)

Not Applicable

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

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

No response

25 **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.

26 **Question 8. Disclosure of Conflict of Interest**

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

I am aware of conflict of interest

27 **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.

No response

28 **Question 9. Updates Required**

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

☑ I have read and understand this section

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

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

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

31 **Question 11. Oath**

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

Richard Conwill Director of Government Sales Southern Tire Mart, LLC

32 **Question 12. Oath**

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

☑ I swear or affirm information is correct

33 **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.
(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:
INTERIM 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 or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary vendor and two secondary vendors for each section of this contract.
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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. 4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

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

based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
P.O. Box 210
Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any 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.
This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

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

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 Agree to the Terms and Conditions

3
4

Insurance Terms and Conditions

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

☑ I agree my insurance meets minumum requirements

35

Disqualification & Debarment Certification

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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

3 6	**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

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

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

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

☑ I have read and understand this section

38 **Ordinace 2018-O-175**

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

No response

Bid Lines

1 **Package Header**

Section I: Schedule for Cars & Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $348.30

Item Notes: Please submit "0" for unit price

Package Items

1.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

1.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.80 Total: $93.80

1.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

1.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

1.5 14 P225/60R18, P225/60R16, P235/55R17

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.6 15 P225/70R15, P235/65R17, P225/75R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.7 16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.8 18 LT225/7019.5, LT215/75R17.5, LT265/75R16

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.9 19 P265/60R18, LT245/75R16, P265/60R18

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.10 20 P265/70R17, P215/60R15, P205/65R15

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

1.11 26X12X12, 24X12X12

Quantity: 1 UOM: EA Price: $18.00 Total: $18.00

2 Package Header

Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, & Misc. Trucks Estimated Numbers of Service Calls during a 12 month period: 600 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $432.00

Item Notes: Please submit "0" for unit price

Package Items

2.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

2.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

2.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

2.5 11R X 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.6 11R x 24.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.7 315 80 x 22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.8 255-75R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.9 295-75 R22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

2.10 425/80R/22.5

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3 Package Header

Section III: Construction Equipment: Backhoes, Loaders, Graders, & Scrapers Estimated Numbers of Service Calls during a 12 month period: 300 Front and Rear Tire Repairs (per tire) Tire Sizes

Quantity: 1 UOM: PKG Total: $1,137.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 Regular Service Call Rate 8:00 AM to 5:00 PM

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.2 After Hour Service Call Rate 5:01 PM to 7:59 AM

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

3.3 Holiday/Weekend Service Call Rate

Quantity: 1 UOM: EA Price: $93.50 Total: $93.50

3.4 After and Weekend hour Tire Replacement discount offered

Quantity: 1 UOM: EA Total: 10%

3.5 13.6 x 28

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.6 11.00 X16

Quantity: 1 UOM: EA Price: $35.00 Total: $35.00

3.7 14.9 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.8 16.00 x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.9 18.4 x 30

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.10 18.4 x 34

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.11 19.5L x 24

Quantity: 1 UOM: EA Price: $85.00 Total: $85.00

3.12 20.5 x 25

Quantity: 1 UOM: EA Price: $150.00 Total: $150.00

3.13 33.25R X 29

Quantity: 1 UOM: EA Price: $220.00 Total: $220.00

Response Total: $1,917.30

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
CERTIFICATION OF FILING

Certificate Number:
2024-1153642

Date Filed:
04/29/2024

Date Acknowledged:

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

Southern Tire Mart LLC
Columbia, MS United States

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

City of Laredo

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

FY24-067
Tire Repair Service- Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff , Thomas	Columbia, MS United States	X	
Duff , James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 09/10/1950

My address is 800 Highway US 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country)

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

Executed in Marion County, State of Mississippi, on the 29th day of April (month), 20 24 (year)

Signature of authorized agent of contracting business entity
(Declarant)

32.0 **AFFIDAVIT**

Project: Tire Repair Services- Fleet Performance FY24-007

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Mississippi
COUNTY OF ~~WEBB~~ Marion

Richard Conwill
Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(a Partner of officer of the firm of, etc.)

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

Signature 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 1st day of May 20 2024

Amber Haik Smith
Notary Public

My commission expires:

12-14-2027

AMBER HAIK SMITH
Commission Expires
12-14-2027
NOTARY
PUBLIC
ID 390223
Marion County
STATE OF MISSISSIPPI

Bid to be Serviced by : Southern Tire Mart, LLC 1101 A Beltway Pkwy. Laredo, TX 78045
Ph: 956-718-1050
Manager: Alex Pena
gov-sales@sumtires.com
KA

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TIRE REPAIR SERVICES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts to provide tire repair services for the Fleet Department.

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

Hand delivered Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for tire repair services for the Fleet Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on May 16, 2024**; and all bids received will be opened and **read publicly at 11:00 AM** at the Office of the City Secretary on **May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

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

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

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

WITNESS MY HAND AND SEAL, ON THIS 23rd DAY OF APRIL 2024.

For: Jose A. Valdez Jr.
City Secretary

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.

(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:

INTERIM 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 or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.**

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

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

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

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

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

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

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

11.0 PAYMENT & INVOICING

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

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

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

P.O. Box 210
Laredo, Texas 78042.

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

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

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

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

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

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

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

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

14.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

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 it 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.

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.

Formal Invitation for Bids
Tire Repair Services

16.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts to provide tire repair services for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Point of Contact

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

Department point of contact:
Mr. Ronald W. Miller @ (956) 727-6450 or e-mail rmiller@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid by April 30, 2024 before 2:00 PM.

17.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

17.1 Bids will be awarded to the by sections to the lowest bidder or bidders. Bid will be awarded to one primary and two secondary vendors.

17.2 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.

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

17.4 Termination

This bid may be canceled at any time and any and all bids may be rejected in whole or in part when the Fleet Department determines such action to be in the best interest of the City of Laredo.

18.0 Contractors Duties

The Contractor shall be qualified and equipped to perform all tire and tube services, on which it responds. Services may include repairing, mounting, rotating, and balancing as applicable at vendor's facility, City of Laredo Fleet Department, and remote sites.

18.1 The contractor shall have been in the tire and tube service business for a minimum of two years.

18.2 The contractor shall furnish all labor materials, equipment, transportation, method of communication for tire and other repair services on City of Laredo owned vehicles and equipment. All work shall be accomplished using professional methods and published standards of trade.

18.2.1 The contractor shall have a minimum of one mobile service truck, equipped with an air compressor, mounting equipment, tire cage, and all other tools and supplies necessary for changing and repairing tubes and tires at a remote site. This requirement is only applicable for vendors intending to furnish mobile repair services.

19.0 Response time to call to work

The Contractor must have an available phone to receive all emergency and normal calls from the Fleet or Department 24 hours per day, 7 days per week.

19.1 The Contractor must respond to an emergency call within one (1) hour.

19.2 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

20.0 Service Requirements:
Repairs and related services to be performed at the contractor's facility and at remote sites on tires and/or owned by the City of Laredo. Prices for tire repairs, removal of tire from wheel, tire mounting shall include all shop supply costs and environmental charges. These shall not be listed as additional charges on invoices.

20.1 For services rendered, the Contractor must turn in to the Fleet Department Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

21.0 Mobile Tire Repair Services

21.1 The contractor shall perform tire repair services using a mobile repair truck, at remote sites and upon request from an authorized City of Laredo representative.

21.2 The mobile repair truck shall be on-site within the time specified on the solicitation and mobile technician shall complete a service ticket for each tire repair performed at a remote site.

21.3 The contractor shall perform routine mobile repair services during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.

21.3.1 Emergency Mobile Tire Repair:
The contractor shall perform mobile tire repair services before and after normal business hours, on weekends, and on holidays normally observed by the City of Laredo.

21.3.2 Mileage shall be included in the service call price.

21.3.3 Whenever possible, all work will be performed during normal work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

21.3.3.1 If the scheduled hours are for the convenience of the City of Laredo: After hour service call rate will apply.

21.3.3.2 If the scheduled hours are for the convenience of the Contractor: Regular Service rate will apply.

21.3.3.3 Mileage will be included in the service call rate.

21.4 Tire and Tube Repairs shall include (Sections 30.1, 30.2, and 30.3):

21.4.1 Removing tire from wheel (when mounted) and inspect tire for repair ability.

21.4.2 Cleaning and preparing tire casing.

21.4.3 Applying patch and curing. Tire repairs made with plugs or foam fill/sealant are not acceptable.

21.4.4 Installing new valve stem.

21.4.5 Remounting tire onto wheel (as applicable).

21.4.6 Pressurized mounted tires. Tire pressure shall be in accordance with the tire manufacturer's recommendations for the equipment and tire, or as published by The Tire and Rim Association Inc.

21.4.7 Remount wheels onto vehicles or equipment and torque and sequence the wheel nuts. Torque and sequence of wheel nuts shall be in accordance with manufacturer's recommendations.

21.4.8 The contractor will bare all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

22.0 Contractor Provided Tires and/or Tubes

22.1 The contractor, with City of Laredo authorization, shall furnish a replacement tire and/or tube when dispatched to an emergency service call when:

22.1.1 The service call occurs after normal business hours and the existing tire and/or tube cannot be repaired.

22.1.2 Other unforeseen situations (to be determined as circumstances arise).

22.2 The contractor shall include the purchase price of the new tire on the invoice. Prior approval must be obtained from an authorized City of Laredo Fleet representative.

23.0 Contractors Hours of Operation

Bidder's business hours: From: 8 a.m. to 6 p.m.

Days of week: Monday- Friday Saturday : 8:00 AM to 12:00 PM

24.0 Award of Contract

This contract will be **awarded** to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary vendor and two secondary vendors for each section of this contract.** 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.

24.1 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.

25.0 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.

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

26.0 Price Adjustment****

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

27.0 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.

28.0 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)

29.0 **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) Southern Tire Mart, LLC

Signature of person authorized to sign bid _____ Date 05 01 2023

Print Name of person authorized to sign bid Richard Conwill

Title: Director of Government Sales

Business Address: 1101 A Beltway Pkwy

City, State, Zip Code: Laredo , TX 78045

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: Richard Conwill- Director of Government Sales richard.conwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Hwy 98 Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: 20

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

N A

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

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

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.

Hs 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

30.0 **Price Schedule**

30.1 Section I – Schedule for Cars and Trucks

Estimated Numbers of Service Calls during a 12 month period	**1000**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ $93.80
Holiday/Weekend Service Call Rate	$ $93.50
After and Weekend hour Tire replacement discount offered	% 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
14 P225/60R18, P225/60R16, P235/55R17	$ $18.00
15 P225/70R15, P235/65R17, P225/75R15	$18.00
16 LT235/85r16, LT215/85R16, LT245/70R17, LT245/70R16	$ $18.00
18 LT225/7019.5, LT215/75R17.5, LT265/75R16	$ $18.00
19 P265/60R18, LT245/75R16, P265/60R18	$18.00
20 P265/70R17, P215/60R15, P205/65R15	$ 18.00
26X12X12, 24X12X12	$ $18.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

___ _____ _____

___ _____ _____

_____

_____ $

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

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

30.2 Section II: Heavy Trucks, Dump Trucks, Refuse Trucks, Sewer Trucks, and Misc. Trucks

Estimated Numbers of Service Calls during a 12 month period	**850**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ $93.50
Holiday/Weekend Service Call Rate	$ $93.50
After Hour and Weekend Tire replacement Discount offered	% 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
11R x 22.5	$ $35.00
11R x 24.5	$ $35.00
315 80 x 22.5	$ $35.00
255-75R22.5	$ $35.00
295-75 R22.5	$ $35.00
425/80R/22.5	$ $35.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

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

30.3 Section III: Construction Equipment, Backhoes, Loaders, Graders, and Scrapers

Estimated Numbers of Service Calls during a 12 month period	**450**
Regular Service Call Rate 8:00 AM to 5:00 PM	$ $35.00
After Hour Service Call Rate 5:01 PM to 7:59 AM	$ $93.50
Holiday/Weekend Service Call Rate	$ $93.50
After Hour and Weekend Tire replacement Discount offered	% 10%
Front and Rear Tire Repairs (per tire) Tire Sizes	
13.6 x 28	$ $85.00
11.00 X16	$ $35.00
14.9 x 24	$ $85.00
16.00 x 24	$ $85.00
18.4 x 30	$ $85.00
18.4 x 34	$ $85.00
19.5L x 24	$ $85.00
20.5 x 25	$ $150.00
33.25R X 29	$ $220.00

The following information will be used in evaluating a contractors submitting bid:

List of any specialized equipment

_____

_____

_____

_____

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

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff and James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard Conwill

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

31.0 Conflict of Interest Disclosure

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

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

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

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

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

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

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

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard Conwill — Name
Signature — Date: 05/01/2024

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.**

Richard Conwill- Southern Tire Mart, LLC

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

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

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

N/A
Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date: 05/01/2024

32.0

AFFIDAVIT

Project: Fire Rescue Services- Fleet Department FY24 CO 7

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Mississippi
COUNTY OF ~~WEBB~~ Marion

Richard Conwill
Being first duly sworn, deposes and says:

That he/she is Director of Government Sales
(a Partner of officer of the firm of, etc.)

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

Signature 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 1st day of May 20 2024.

Notary Public

My commission expires:

12-14-2027

AMBER HAIK SMITH
Commission Expires
12-14-2027
NOTARY
PUBLIC
ID 390223
Marion County
STATE OF MISSISSIPPI

33.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

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

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Richard Conwill	B	Conwill	

***2. Contract Information.**

a) Contract or Project name(s): Tire Repair Services

b) Originating Department(s): Fleet Department

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

Name (Print)	Signature	Name (Print)	Signature
Richard Conwill			

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

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

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

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

by these city officials?

☒ 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.

Richard Conwill		Director of Government Sales
Name (Print)	Signature	Title
Southern Tire Mart, LLC		05 01 2024
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

34.0 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

34.1 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.

34.2 Filing Process:

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

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

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

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1153642
Date Filed:
04/29/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart LLC
Columbia, MS United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-067
Tire Repair Service- Fleet Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff , Thomas	Columbia, MS United States	X	
Duff , James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 09/10/1950.

My address is 800 Highway US 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

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

Executed in Marion County, State of Mississippi, on the 29th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

35.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 16, 2024; and all bids received will be opened and read publicly at 11:00 A.M. at the Office of the City Secretary on May 17, 2024.**

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

Bid: Tire Repair Services – Fleet Department
FY24-067

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

or

Hand Delivered:

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

				Border Tire (Border Recapping, LLC)		T&W Tire LLC		oyervides tire service llc		Toro Automotive LLC		Goodyear Tire & Rubber Comp		Southern Tire Mart, LLC	
				Total Price	$0.00	Total Price	$0.00	Total Price	$1,152.00	Total Price	$1,218.00	Total Price	$1,881.45	Total Price	$1,917.30
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Schedule for Cars & TrucksEstimate	1	PKG					$275.00	$275.00	**$233.00**	$233.00	$850.49	$850.49	$348.30	$348.30
1.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA	$45.00	$45.00	$50.00	$50.00	$55.00		**$35.00**		$135.00		**$35.00**	
1.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$75.00**		**$75.00**		$191.25		$93.80	
1.3	Holiday/Weekend Service Call Rate	1	EA	$85.00	$85.00	$85.00	$85.00	$75.00		$0.00		$191.25		$93.50	
1.4	After and Weekend hour Tire Replacement di	1	EA	0.00%	0.00%	0.00%	0.00%	1.0%		1.0%		41.46%		10.0%	
1.5	14 P225/60R18, P225/60R16, P235/55R17	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.6	15 P225/70R15, P235/65R17, P225/75R15	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.7	16 LT235/85r16, LT215/85R16, LT245/70R1	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$16.50		$47.57		$18.00	
1.8	18 LT225/7019.5, LT215/75R17.5, LT265/75	1	EA	**$15-$25**	**$15-$25**	**$23.25**	**$23.25**	**$10.00**		$30.00		$47.57		$18.00	
1.9	19 P265/60R18, LT245/75R16, P265/60R18	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$16.50		$47.57		$18.00	
1.10	20 P265/70R17, P215/60R15, P205/65R15	1	EA	**$15.00**	**$15.00**	**$23.25**	**$23.25**	**$10.00**		$15.00		$47.57		$18.00	
1.11	26X12X12, 24X12X12	1	EA	**$15.00**	**$15.00**	**$50.00**	**$50.00**	**$10.00**		$15.00		$47.57		$18.00	
2	Section II: Heavy Trucks, Dump Trucks, Refus	1	PKG					$370.00	$370.00	**$320.00**	$320.00	$1,030.96	$1,030.96	$432.00	$432.00
2.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA	$65.00	$65.00	$50.00	$50.00	$55.00		**$35.00**		$135.00		**$35.00**	
2.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	**$95.00**	**$95.00**	**$85.00**	**$85.00**	**$75.00**		**$75.00**		$191.25		$93.50	
2.3	Holiday/Weekend Service Call Rate	1	EA	$95.00	$95.00	$85.00	$85.00	$75.00		$0.00		$191.25		$93.50	
2.4	After and Weekend hour Tire Replacement di	1	EA	0.00%	0.00%	0.00%	0.00%	1.0%		1.0%		41.46%		10.0%	
2.5	11R X 22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**		**$35.00**		$76.57		**$35.00**	
2.6	11R x 24.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$25.00**		$35.00		$76.57		$35.00	
2.7	315 80 x 22.5	1	EA	**$35.00**	**$35.00**	**$40.00**	**$40.00**	**$35.00**		**$35.00**		$103.59		**$35.00**	
2.8	255-75R22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$10.00**		$35.00		$76.57		$35.00	
2.9	295-75 R22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$25.00**		$35.00		$76.57		$35.00	
2.10	425/80R/22.5	1	EA	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**		**$35.00**		$103.59		**$35.00**	
3	Section III: Construction Equipment: Backhoe	1	PKG					**$507.00**	$507.00	$665.00	$665.00	No Bid		$1,137.00	$1,137.00
3.1	Regular Service Call Rate8:00 AM to 5:00 PM	1	EA							**$35.00**				**$35.00**	
3.2	After Hour Service Call Rate5:01 PM to 7:59 A	1	EA	No Bid		$50.00		**$75.00**		**$75.00**				$93.50	
3.3	Holiday/Weekend Service Call Rate	1	EA	No Bid		**$85.00**		$75.00		$0.00				$93.50	
3.4	After and Weekend hour Tire Replacement di	1	EA	No Bid		0.00%		1.0%		1.0%				10.0%	
3.5	13.6 x 28	1	EA	No Bid		0.00%		**$35.00**		$65.00				$85.00	
3.6	11.00 X16	1	EA	No Bid		**$60.00**		**$12.00**		$35.00				$35.00	
3.7	14.9 x 24	1	EA	No Bid		**$37.50**		**$35.00**		$65.00				$85.00	
3.8	16.00 x 24	1	EA	No Bid		**$60.00**		**$35.00**		$65.00				$85.00	
3.9	18.4 x 30	1	EA	No Bid		**$65.00**		**$45.00**		$65.00				$85.00	
3.10	18.4 x 34	1	EA	No Bid		**$75.00**		**$50.00**		$65.00				$85.00	
3.11	19.5L x 24	1	EA	No Bid		**$75.00**		**$50.00**		$65.00				$85.00	
3.12	20.5 x 25	1	EA	No Bid		**$70.00**		**$50.00**		$65.00				$150.00	
3.13	33.25R X 29	1	EA	No Bid		**$165.00**		No Bid		**$65.00**				$220.00	

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9
1.10
1.11
2
2.1
2.2
2.3
2.4
2.5
2.6
2.7
2.8
2.9
2.10
3
3.1
3.2
3.3
3.4
3.5
3.6
3.7
3.8
3.9
3.10
3.11
3.12
3.13

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 50.**

SUBJECT
Consideration to award parts/service contract RFB 2026-057 to the lowest responsive/responsible bidders:

1) Bone's Custom Cycles, Laredo, Texas, in annual amount up to $95,000.00 and $285,000.00 for the remainder of the contract term;

2) South Texas Auto Rebuilders, Inc., Laredo, Texas, in annual amount up to $95,000.00 and $285,000.00 for the remainder of the contract term;

for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's street sweepers. All parts will be secured on an as-needed basis. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for three additional one-year extension periods, upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The city received two (2) bids through Cit-E-Bid for establishing an hourly labor rate and a percentage markup rate for the purchase of original equipment manufacturer (OEM) parts/service for any repairs needed for the City's street sweepers. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed for three additional one-year extension periods, upon mutual agreement of the parties. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

Summary:

	South Texas Auto Rebuilders	Bone's Custom Cycles
Discount Offered	10%	0%
Labor Rate Services (Field)	$150.00	$80.00
Labor Rate Services (Shop)	$150.00	$80.00
Hourly Mileage Rate	$0.50 per mile	$0.00 per mile

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2825-533-2071.
Change Order: Exceeds 25% Y/N:	No.

FINANCIAL IMPACT:

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

					Bone's Custom Cycles		South Texas Auto Rebuilders, Inc.	
					Total Price	$161.00	Total Price	$250.50
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section I: TYMCO Street Sweeper Captive Ne	1	PKG		**$161.00**	$161.00	$250.50	$250.50
1.1	Percent of Discount Offered	1	EA		0.0%		10.0%	
1.2	Labor Rate for Services (Field)	1	Hourly Rate		**$80.00**		$150.00	
1.3	Labor Rate for Services (Shop)	1	Hourly Rate		**$80.00**		$100.00	
1.4	Mileage Rate (if any)	1	Mile Rate		$1.00		**$0.50**	

RFB 2026-057

South Texas Auto Rebuilders, Inc.

Supplier Response

Event Information

Number:	RFB 2026-057
Title:	RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department
Type:	Invitation For Bid
Issue Date:	4/8/2026
Deadline:	4/30/2026 05:00 PM (CT)
Notes:	The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. **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. Bid forms

can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

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

South Texas Auto Rebuilders, Inc. Information

Contact: Joe Villarreal
Address: 2720 Guadalupe
Laredo, TX 78043
Phone: (956) 723-8711
Fax: (956) 723-1768
Email: sotxauto@yahoo.com
Web Address: www.sotxauto.com

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

Jose L. Villarreal Jr. — *Signature*

sotxauto@yahoo.com — *Email*

Submitted at 4/28/2026 01:12:00 PM (CT)

Response Attachments

COQ Sweeper.pdf

COQ Questionnaire

notarized affidavit sweeper.pdf

Notarized Affidavit

Form 1295 Sweeper.pdf

Form 1295 Ethics Form

TYMCO Sweeper.pdf

RFB 2026-057 (RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department)

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** South Texas Auto Rebuilders, Inc., Jose Luis Villarreal, Jr. (956)744-9445
3	**State how long under has the business been in its present business name** 36
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 to all questions.
7	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No to all questions.
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
12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Jose L Villarreal, Jr.
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department RFB 2026-057 (RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department)
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** South Texas Auto Rebuilders, Inc,Jose L. Villarreal, Jr.
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. N/A
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

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

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

23 **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)

Not Applicable

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

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

N/A

25 **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.

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **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.

N/A

28 **Question 9. Updates Required**

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

☑ I have read and understand this section

29	**Question 10. No Contact with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section
30	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Jose L. Villarreal, Jr. President South Texas Auto Rebuilders, Inc. 4/14/2026
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section

37	**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: Staring 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
38	**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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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 the top three lowest bidders.

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

39 Insurance Terms and Conditions

INSURANCE REQUIREMENTS

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

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

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit 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) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) 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.

(f) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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.

(g) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

(o) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

40	Disqualification & Debarment Certification

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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 1	**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

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

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

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

☑ I have read and understand this section

43 **Ordinace 2018-O-175**

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

Understood. Jose Luis Villarreal, Jr.

44 **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 **Package Header**

Section I: TYMCO Street Sweeper Captive New Parts/Service

Quantity: 1 UOM: PKG Total: $250.50

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 10%

1.2 Labor Rate for Services (Field)

Quantity: 1 UOM: Hourly Rate Price: $150.00 Total: $150.00

1.3 Labor Rate for Services (Shop)

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

1.4 Mileage Rate (if any)

Quantity: 1 UOM: Mile Rate Price: $0.50 Total: $0.50

Supplier Notes: $0.50 per mile

Response Total: $250.50

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

South Texas Auto Rebuilders, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

4/28/2026

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 Jose Luis Villarreal, Jr. (officer of South Texas Auto Rebuilders, Inc.)
(a Partner of 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 24th day of April 20 26.

Notary Public

My commission expires:

01/23/23

NADIA E PEREZ
Notary Public, State of Texas
Comm. Expires 01/23/2028
Notary ID 132326698

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
CERTIFICATION OF FILING

Certificate Number:
2026-1454222

Date Filed:
04/28/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
South Texas Auto Rebuilders, Inc.
Laredo, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 2026-057
(RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department)

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jose Luis Villarreal, Jr., and my date of birth is 06/24/1971.

My address is 2019 Galveston, Laredo (city), TX (state), 78043 (zip code), US (country).

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

Executed in Webb County, State of Texas, on the 28th day of April (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TYMCO STREET SWEEPER PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and C
Invitation for Bids and other contract provisions, for awarding a one-year contract for the supply of OEM
and repair service of TYMCO street sweeper equipment for the Fleet Department. The City of Lare
encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. I
submissions help ensure timely receipt and efficient processing. While electronic submission is preferred,
delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies o
specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Lare
Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid
https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110
Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper OEM Parts/Services – Fleet Department
RFB: 2026-057

Electronic bid submission:	**Hand-delivered bids are to be submitted in a sealed envelope clearly marked:**
Specifications may be accessed and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	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.
**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. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

City of Laredo
Purchasing Division
Notice to Bidders

RECD CITY SEC OFF
APR 8'26 PM3:52

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions, for awarding a one-year contract for the supply of captive parts and repair service of TYMCO street sweeper equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper Parts/Services – Fleet Department
RFB: 2026-057

Electronic bid submission:

Specifications may be accessed and submitted

through Cit-E-Bid:

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

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

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

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8th DAY OF APRIL 2026.

for Mario I. Maldonado Jr.
City Secretary

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 5512, Thomas Ave, Laredo, TX 78041: 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 the top three lowest bidders.

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.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION) (Not applicable for this contract)

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit 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) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) 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.

(f) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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.

(g)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 coverages according to requirements and instructions contained herein.

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h)Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 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.

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 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.

15.4 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****

15.5 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.

15.6 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.

16.0 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 it 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.

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.

17.0 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Formal Invitation for Bids
TYMCO Street Sweeper Parts/Service
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a one-year contract for the supply of captive parts and repair service of TYMCO street sweeper equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, April 17, 2026 before 2:00 P.M.

18.2 Point of Contact

For additional questions regarding these specifications please contact:

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

19.0 Contract Provisions

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

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

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

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

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

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

19.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

19.9 Bids for parts exceeding the suggested retail price will be rejected.

20.0 Specifications

Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

20.1 Parts by contractor will be billed at the discount noted in the Schedule of Items.

20.2 Invoices:

20.2.1 Must be legible and reference a valid purchase order number.

20.2.2 Must be approved by an appropriate City of Laredo Fleet department representative.

20.2.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

20.3 City of Laredo personnel may pickup parts from Contractor's facility.

20.4 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

20.5 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

20.6 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

21.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

22.0 Award of Contract

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 the top three lowest bidders.

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.

22.1 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.

23.0 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.

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

24.0 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

25.0 Termination of Contract

Either party will have the right to terminate the contract by giving written notice to the other party at least 1 month 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.

26.0 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)

27.0 **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) South Texas Auto Rebuilders, Inc.

Signature of person authorized to sign bid _____ Date 04/28/2026

Print Name of person authorized to sign bid Jose L. Villarreal, Jr.

Title: President

Business Address: 2720 Guadalupe St.

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956.723.8711 Fax Number: 956.723.1768

Contact Person Email Address: sotxauto@yahoo.com

Federal Tax ID Number: 74-2611073

Bidders Principal/Corporate Place of Business Address: 2720 Guadalupe St. Laredo, TX 78043

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 37 years

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

N/A

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

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.)

Hs 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 minority owned business

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

28.0 Price Schedule

28.1 Section I: TYMCO Street Sweeper Equipment Parts/Service

Percent of discount offered	10 %
Product identification (Mfr.)	OEM
Type price schedule (dealer, jobber, etc.)	LIST
Price Schedule Number	N/A
Date of price schedule	4/28/2026
Price schedule column on which discount is based (i.e. distributor, net, wholesale	Discount is taken off of the list price
Labor Rate for Services (Field)	$ 150 Per Hour
Labor Rate for Services (Shop)	$ 100 Per Hour
Mileage Rate (if any)	$ 0.50 Per Mile

Company Name: South Texas Auto Rebuilder's Inc.

Owner/President Name: Jose L. Villarreal, Jr.

Company Address: 2720 Guadalupe St.

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature:

Company Representative's Name: Jose L. Villarreal, Jr.

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

29.0 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

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Jose L. Villarreal, Jr. (Name) | Signature | 4/28/2026 (Date)

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.

OFFICE USE ONLY

Date Received

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

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

South Texas Auto Rebuilders, Inc.

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

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

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

N/A

Name of Officer

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

N/A

Signature of person doing business with the governmental entity | Date

31.0

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 if 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.**

Jose	L.	Villarreal	Jr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): RFB 2026-057 TYMCO Street Sweeper Parts/Services

b) Originating Department(s): Fleet Department

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

Name (Print)	Signature	Name (Print)	Signature
Jose L. Villarreal, Jr.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: N/A

Updates on Contributions Required

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

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

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

✓ 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.

Jose L. Villarreal Jr.	[signature]	President
Name (Print)	Signature	Title
South Texas Auto Rebuilders, Inc.		4/28/2026
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

32.0 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

32.1 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.

32.2 Filing Process:

Staring 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

33.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper Parts/Services – Fleet Department
RFB: 2026-057

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

RFB 2026-057
Bone's Custom Cycles
Supplier Response

Event Information

Number:	RFB 2026-057
Title:	RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department
Type:	Invitation For Bid
Issue Date:	4/8/2026
Deadline:	4/30/2026 05:00 PM (CT)
Notes:	The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. **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. Bid forms

can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

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

Bone's Custom Cycles Information

Contact: Roberto Martinez
Address: P.O. Box 440129
Laredo, TX 78044
Phone: (956) 319-8202
Email: bonemtz@gmail.com

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

Roberto Martinez
Signature

bonemtz@gmail.com
Email

Submitted at 4/20/2026 01:09:41 PM (CT)

Response Attachments

RFB 2026-057 TYMCO Street Sweeper Parts and Services - Fleet Department.pdf

Contents of attachment: Bid documents, Form 1295, CIQ, affidavit

Copy of Policy.pdf

Insurance Policy

Bid Attributes

1	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
2	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Bone's Custom Cycles, Roberto Martinez, 956-319-8202
3	**State how long under has the business been in its present business name** 19 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? 1) No 2) No 3) No 4) 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? 1) No 2) No 3) 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

12	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
13	**This is a** New Submission
14	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Roberto Martinez
15	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department a) RFB 2026-057 TYMCO Street Sweeper Parts/Services – Fleet Department
16	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Bone's Custom Cycles
17	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
19	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
21	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

23 **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)

Not Applicable

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

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

No response

25 **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.

26 **Question 8. Disclosure of Conflict of Interest**

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

I am not aware of any conflict of interest

27 **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.

No response

28 **Question 9. Updates Required**

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

☑ I have read and understand this section

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

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

☑ I have read and understand this section

30 **Question 11. Conflict of Interest Questionnaire (CIQ)**

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

☑ I have acknowledge that I have been advised

31	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Roberto Martinez 2) Owner 3) Bone's Custom Cycles 4) 04/20/2026
32	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
33	**Company Information Questionnaire** ☑ I have completed this section
34	**Conflict of Interest Questionnaire** ☑ I have completed this section
35	**Non-Collusive Affidavit** ☑ I have completed and included this form
36	**Discretionary Contracts Disclosure** ☑ I have completed this section
37	**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: Staring 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

38

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 Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: jezapata@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 the top three lowest bidders.

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

39 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS

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

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

NON-CONSTRUCTION BIDS:

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit 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) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) 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.

(f) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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.

(g) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

CONSTRUCTION BIDS:

INSURANCE REQUIREMENTS

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) 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 for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

(k) 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.

(l) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(m) 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.

(n) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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, Builders Risk, and all liability policies. 13. 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.
4. 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.
5. 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.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. 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.

(o) 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 coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

☑ I agree my insurance meets minumum requirements

40 Disqualification & Debarment Certification

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

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it 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

41	**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

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

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

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

☑ I have read and understand this section

43 Ordinace 2018-O-175

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

Bone's Custom Cycles is a local vendor.

44 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

☑ Acknowledge

Bid Lines

1 Package Header

Section I: TYMCO Street Sweeper Captive New Parts/Service

Quantity: 1 UOM: PKG Total: $161.00

Item Notes:

Package Items

1.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 0%

1.2 Labor Rate for Services (Field)

Quantity: 1 UOM: Hourly Rate Price: $80.00 Total: $80.00

1.3 Labor Rate for Services (Shop)

Quantity: 1 UOM: Hourly Rate Price: $80.00 Total: $80.00

1.4 Mileage Rate (if any)

Quantity: 1 UOM: Mile Rate Price: $1.00 Total: $1.00

Supplier Notes: Zero mileage rate.

Response Total: $161.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

TYMCO STREET SWEEPER PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a one-year contract for the supply of OEM captive parts and repair service of TYMCO street sweeper equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper OEM Parts/Services – Fleet Department
RFB: 2026-057

Electronic bid submission:	**Hand-delivered bids are to be submitted in a sealed envelope clearly marked:**
Specifications may be accessed and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	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.
**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. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. **

City of Laredo
Purchasing Division
Notice to Bidders

RECD CITY SEC OFF
APR 8 '26 PM 3:52

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions, for awarding a one-year contract for the supply of captive parts and repair service of TYMCO street sweeper equipment for the Fleet Department. The City of Laredo strongly encourages electronic bid submissions through Cit-E-Bid, which is the preferred method for bid delivery. Electronic submissions help ensure timely receipt and efficient processing. While electronic submission is preferred, hand-delivered bids will also be accepted. If submitting in person, bids will also be received at City Hall. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper Parts/Services – Fleet Department
RFB: 2026-057

Electronic bid submission:

Specifications may be accessed and submitted

through Cit-E-Bid:

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

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

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

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely submission. The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 8th DAY OF APRIL 2026.

for

Mario I. Maldonado Jr.
City Secretary

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 5512, Thomas Ave, Laredo, TX 78041; 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 the top three lowest bidders.

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.

14.0 INSURANCE REQUIREMENTS (NON-CONSTRUCTION) (Not applicable for this contract)

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(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. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit 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) 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. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) 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.

(f) 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 a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
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.

(g)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 coverages according to requirements and instructions contained herein.

2.Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h)Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

15.0 CONTRACT REQUIREMENTS

15.1 CODE OF ETHICS ORDINANCE 2012-O-126

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

15.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

15.3 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.

15.4 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****

15.5 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.

15.6 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.

16.0 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 it 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.

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.

17.0 Addendum

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Important Notice:

Addendum notifications will be sent to the email address associated with each submission. It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Formal Invitation for Bids
TYMCO Street Sweeper Parts/Service
Fleet Department

18.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding a one-year contract for the supply of captive parts and repair service of TYMCO street sweeper equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

18.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, April 17, 2026 before 2:00 P.M.

18.2 Point of Contact

For additional questions regarding these specifications please contact:

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

19.0 Contract Provisions

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

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

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

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

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

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

19.7 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties.

However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

19.9 Bids for parts exceeding the suggested retail price will be rejected.

20.0 Specifications

Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

20.1 Parts by contractor will be billed at the discount noted in the Schedule of Items.

20.2 Invoices:

20.2.1 Must be legible and reference a valid purchase order number.

20.2.2 Must be approved by an appropriate City of Laredo Fleet department representative.

20.2.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

20.3 City of Laredo personnel may pickup parts from Contractor's facility.

20.4 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

20.5 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City of Laredo.

20.6 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

21.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 14.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

22.0 Award of Contract

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 the top three lowest bidders.

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.

22.1 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.

23.0 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.

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

24.0 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

25.0 Termination of Contract

Either party will have the right to terminate the contract by giving written notice to the other party at least 1 month 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.

26.0 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)

27.0 **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) Bone's Custom Cycles, LLC

Signature Roberto Martinez. Date 04/20/2024
of person authorized to sign bid

Print Name Roberto Martinez
of person authorized to sign bid

Title: Owner

Business Address: 141 Waw. Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Telephone Number: 956-319-8202 Fax Number:

Contact Person Email Address: bonemtz@gmail.com

Federal Tax ID Number: 33-3488866

Bidders Principal/Corporate Place of Business Address: 141 Waw Tijerina Parkway, Laredo, TX 78043

Indicated Status of Business:

Corporation ____ Partnership ____ Sole Proprietorship ____ Other: LLC

If other state business status: N/A

State how long under its present business name: 19 years

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

N/A

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

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

28.0 Price Schedule

28.1 Section I: TYMCO Street Sweeper Equipment Parts/Service

Percent of discount offered	0 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services (Field)	$ 80.00 Per Hour
Labor Rate for Services (Shop)	$ 80.00 Per Hour
Mileage Rate (if any)	$ 0.00 Per Mile

Company Name: Bones Custom Cycles, LLC

Owner/President Name: Roberto Marquez

Company Address: 141 Wawi Tijerina Parkway

City, State, Zip Code: Laredo, TX 78043

Company Authorized Representative's Signature: Roberto Marquez

Company Representative's Name: Roberto Marquez

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

29.0 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

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Roberto Martinez — Name | _____ Signature | 04/20/2026 Date

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

FORM CIQ

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

OFFICE USE ONLY

Date Received

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

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

Roberto Martinez

2

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

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

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

N/A
Name of Officer

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

Roberto Martinez
Signature of person doing business with the governmental entity

04/20/2026
Date

30.0

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 Roberto Martinez
(a Partner of officer of the firm of, etc.)

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

Roberto Martinez

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 26 day of April 2024.

Isabel Gutierrez

Notary Public

My commission expires:

11/30/2027

NOTARY PUBLIC STATE OF TEXAS

ISABEL GUTIERREZ
Notary Public, State of Texas
Comm. Expires 11/30/2027
Notary ID 134663899

31.0

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 if 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.**

Roberto — Marhnez
First — M.I. Last — Suffix

***2. Contract Information.**

a) Contract or Project name(s): RFB 2024-057 TYMCO Street Sweeper Parts / Services

b) Originating Department(s): Fleet Dept.

***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
Roberto Marhnez	Roberto Mar...		

***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): ___

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

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

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

List of subcontractors: _____

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

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

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

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

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

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

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

List of contributors: _____

Updates on Contributions Required

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

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

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

✓ 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.

Roberto Martinez	Roberto Martinez	Owner
Name (Print)	Signature	Title
Bow's Custom Cycles, LLC	04/20/2026	
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

32.0 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

32.1 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.

32.2 Filing Process:

Staring 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

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.

Bone's Custom Cycles, LLC

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

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

N/A

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

5 Check only if there is NO Interested Party. ☑

6 AFFIDAVIT

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

Robert Mata
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********DOES NOT NEED TO BE NOTARIZED********

33.0 **Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on April 30, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on May 1, 2026.**

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

Bid: TYMCO Street Sweeper Parts/Services – Fleet Department
RFB: 2026-057

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

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY
6263 NORTH SCOTTSDALE ROAD, SUITE 300
SCOTTSDALE, ARIZONA 85250

COMMERCIAL INSURANCE POLICY

MUSIC and its General Agent R-T Specialty, LLC
are pleased to have issued Policy MP0042037000690 to
Bone's Custom Cycles

In witness whereof, Mesa Underwriters Speciality Insurance Company has caused this policy to be signed by its President and countersigned on the Declaration page by a duly Authorized Representative of the Company.

Corporate Secretary

President & CEO

MUSIC

COMMON POLICY DECLARATIONS

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: MP0042037000690

Previous Policy Number: MP0042037000638

No Flat Cancellation

☐ **New** ☒ **Renewal** ☐ **Rewrite**

Policy Period: From 08/10/2025 To 08/10/2026 at **12:01 A.M.** Standard Time at your mailing address shown below.

Named Insured:
Bone's Custom Cycles

AK 07/15/2025

DBA:

Mailing Address:
P O Box 440129

Laredo TX 78044

Agent and Mailing Address: **Agent Number:** 42037
R-T Specialty, LLC
820 Gessner Road
Houston TX 77024

Tax State: TX **State Control Number (NJ & PA):**

Surplus Lines Broker Name: **Surplus Lines Broker Number:**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 (insert appropriate tax rate) percent tax on gross premium.

Form of Business
☐ Individual ☐ Joint Venture ☐ Partnership ☒ Limited Liability Company ☐ Corporation
☐ Organization (other): _____

Business Description:
Motorcycle Repair

Select Coverage Part (for which insurance is being afforded)

☐	**Commercial General Liability**	$	
☐	**Liquor Liability**	$	
☐	**Owners & Contractors Protective**	$	
☐	**Commercial Property**	$	
☐	**Commercial Inland Marine**	$	
☐	**Commercial Crime**	$	
☐	**Farm & Ranch**	$	
☒	**Auto Dealers**	$	2,781.00
☐	**Other** (Describe)	$	
☐	**TRIA**	$	

Policy Taxes and Fees

Brokerage Fee	Flat	$275.00
Surplus Lines Tax		$148.22
Stamping Office Fee		$1.22

Total Advance Premium	$	2,781.00
Total Other Charges	$	424.44
Total	$	3,205.44

Premiums Shown are payable at inception or as indicated on the individual Coverage Declarations.

Form(s) and Endorsement(s), including edition dates, made a part of this policy at the time of issue: See Schedule of Forms

AMK ELT

07/15/2025
Date

By: _____
Authorized Agent

MUS 01 01 10002 1122 Insured Copy

SCHEDULE OF FORMS AND ENDORSEMENTS

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

Named Insured: Bone's Custom Cycles

Policy Number: MP0042037000690

Effective Date: 08/10/2025

Forms Applicable - COMMON POLICY FORMS

MUS 01 01 10001 0321 POLICY JACKET
MUS 01 01 10002 1122 COMMON POLICY DECLARATION
MUS 01 01 10003 1013 SCHEDULE OF FORMS & ENDORSEMENTS
MUS 01 01 10007 1013 MINIMUM EARNED PREMIUM ENDORSEMENT
MUS 01 01 10043 1013 PRIVACY NOTICE
IL 00 17 11 98 COMMON POLICY CONDITIONS
MUS 01 01 10014 1223 TX COMPLAINT NOTICE
MUS 01 01 10038 1013 TX SERVICE OF SUIT
ILN 178 03 13 TX CLAIM NOTICE
ILN 001 09 03 FRAUD STATEMENT

Forms Applicable - GARAGE

MUS 01 01 20080 0623 EXCLUSION – EARTH MOVEMENT
MUS 01 01 70000 1122 AD - Auto Dealers COVERAGE PART DECLARATIONS
IL 00 21 09 08 NUCLEAR ENERGY LIABILITY EXCL ENDT
MUS 01 01 70001 1122 AD - SCHEDULE OF OPERATIONS
MUS 01 01 70002 1122 AD - ADDITIONAL EXCLUSIONS AND LIMITATIONS
MUS 01 01 70024 1122 AD - ASSAULT OR BATTERY EXCLUSION
MUS 01 01 70025 1122 AD - EXCLUSION – OCCUPATIONAL DISEASE
MUS 01 01 70026 1122 AD - EXCL - AMENDMENT OF CONDITIONS - PREMIUM AUDIT
MUS 01 01 70035 1122 AD - EXCLUSION – TOBACCO, NICOTINE, OR NICOTINE REPLACEMENT PRODUCTS
MUS 01 01 70037 1122 AD - AUTONOMOUS AUTO EXCLUSION
MUS 01 01 70038 1122 AD - DRIVER RESTRICTION ENDORSEMENT
MUS 01 01 70039 1122 AD - EXCLUSION - ABUSE OR MOLESTATION
MUS 01 01 70043 1122 AD - EXCLUSION – THEFT FROM UNPROTECTED BUILDINGS OR PREMISES
MUS 01 01 70044 1122 AD - EXCLUSION-EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY -EMPLOYEES, CONTRACTORS AND VOLUNTEE
MUS 01 01 70045 1122 AD - LOANED, LEASED OR RENTED AUTOS LIMITATION
MUS 01 01 70048 0125 AD - EXCLUSION - HUMAN TRAFFICKING
MUS 01 01 20058 1122 AD - LEAD CONTAMINATION EXCLUSION
MUS 01 01 20082 1122 AD - EXCLUSION - ASBESTOS
MUS 01 01 20084 1122 AD - NON-STACKING OF LIMITS ENDORSEMENT
CA 00 25 10 13 AD - Auto Dealers Coverage Form
CA 03 02 10 13 AD - DEDUCTIBLE LIABILITY COVERAGE
CA 04 44 10 13 AD - Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)
CA 20 48 10 13 AD - DESIGNATED INSURED
CA 23 45 11 16 AD - PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CA 23 84 10 13 AD - EXCLUSION OF TERRORISM
CA 23 94 10 13 AD - SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
CA 25 16 10 13 AD - AUTO DEALERS COVERAGE FORM – GENERAL LIABILITY COVERAGES – TOTAL POLLUTION EXCLUSION
CA 25 37 10 13 AD - FUNGI OR BACTERIA EXCLUSION – GENERAL LIABILITY COVERAGES
CA 25 39 10 13 AD - SILICA OR SILICA-RELATED DUST EXCLUSION FOR GENERAL LIABILITY COVERAGES
CA 25 50 10 13 AD - EXCLUSION – DAMAGE TO RENTED PREMISES
CA 25 52 10 13 AD - EXCLUSION – LOCATIONS AND OPERATIONS MEDICAL PAYMENTS
CA 25 54 10 13 AD - EXCLUSION – PERSONAL AND ADVERTISING INJURY
CA 25 57 10 13 AD - COMMUNICABLE DISEASE EXCLUSION FOR
CA 25 64 10 13 AD - Exclusion of Specified Acts, Errors or Omissions Liability Coverages
CA 27 13 12 19 AD - CANNABIS EXCLUSION WITH HEMP EXCEPTION FOR GENERAL LIABILITY COVERAGES
MUS 01 01 70046 0824 AD - EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)
CA 27 19 01 24 AD - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION FOR GENERAL LIABILITY COVERAGES
IL N 101 11 15 TX NOTICE TO INSURANCE CLAIMANTS FOR MOTOR VEHICLE REPAIRS

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: **MP0042037000690**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS

If this insurance is cancelled at your request, there will be a minimum earned premium retained by Mesa Underwriters Specialty Insurance Company of $ or 25 % of the premium for this insurance, whichever is greater.

Cancellation of this insurance for nonpayment of premium is considered a request by the first Named Insured for cancellation of this insurance.

The provisions of this amendment apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the minimum earned premium.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

PRIVACY POLICY
For
MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

Mesa Underwriters Specialty Insurance Company understands the importance placed by our customers on the privacy and safeguarding of their personal information. The Company intends and is obligated to protect all nonpublic personal information provided to the Company by our customers. Whether a consumer is already a policyholder or is applying for insurance or is a claimant, the Company will maintain the confidentiality and security of all individual's personal information as required by law.

In order to meet our customers' insurance needs and to comply with business, regulatory and legal obligations we are required to collect and at times, use personal information. The Company does not disclose personal information about customers, potential or former, for marketing purposes to nonaffiliated third parties. The Company may gather information from a variety of sources including but not limited to the Company's affiliates, consumer reporting agencies such as credit bureaus, property inspection services and other non-affiliated third party organizations. We do not disclose any personal information about our customers, except as follows:

1) with consumer/customer consent,
2) as required by law,
3) as permitted by law
4) as necessary or appropriate to underwrite, administer, service, effect, process or enforce an insurance policy that we have issued (or are considering issuing), or
5) as necessary to otherwise service a customer's policy or effect a customer

When necessary, the Company may disclose nonpublic personal information to a nonaffiliated organization that is performing services relative to the policy or our operation, we require that such third parties use and disclose the information only as necessary relating to the service or function that they are performing on our behalf. It is important that the Companies' employees be aware of and abides by this Privacy Policy and the applicable laws governing the use, handling and disclosure of nonpublic personal information. Our employees may not access nonpublic personal information maintained by the Company on a general basis. Company employees will have access to personal nonpublic information of applicants, policyholders or claimants if this information relates to their job performance for the Company. The Company will maintain adequate safeguards to protect the confidentially and security of the nonpublic personal information that we obtain. Employees may not disclose or use nonpublic personal information except as authorized by the Company or as permitted or required by law. If an employee fails to comply with these requirements this may lead to appropriate disciplinary action by the Company up to, and including, dismissal.

This Privacy Policy applies to individuals who are applicants, policyholders, or claimants under insurance products or services obtained from the Company primarily for personal, family or household purposes; it does not apply to products or services obtained for business, commercial or agricultural purposes.

The Company will provide notice of its privacy policy to its customers not less than annually, while the policyholder maintains a relationship with us.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Copyright, Insurance Services Office, Inc., 1998

Insured Copy

TEXAS COMPLAINT NOTICE

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Mesa Underwriters Specialty Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Mesa Underwriters Specialty Insurance Company at 480-306-8300
Toll-free: 1-866-547-0868
Email: musicinfo@music-ins.com
Mail: Mesa Underwriters Specialty Insurance Company
P.O. Box 4030
Scottsdale, AZ 85261-4030

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Mesa Underwriters Specialty Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HNO:

Llame a: Mesa Underwriters Specialty Insurance Company a 480-306-8300
Teléfono gratuito: 1-866-547-0868
Correo electrónico: musicinfo@music-ins.com
Dirección postal: Mesa Underwriters Specialty Insurance Company
P.O. Box 4030
Scottsdale, AZ 85261-4030

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT TEXAS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Service of legal process against us upon any cause of action arising in Texas under this policy may be made upon Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218.

Authorized Representative

TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST US NOTICE – WINDSTORM OR HAIL – CATASTROPHE AREA

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

In accordance with Texas Insurance Code Section 2301.010(f), we are notifying you that:

1. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim, except that a claim may be filed after the first anniversary of the date of the loss or damage for good cause shown by the person filing the claim; and
2. Any legal action brought against us under the policy for loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, must be brought within the earlier of the following:
   a. Two years and one day from the date we accept or reject the claim; or
   b. Three years and one day from the date of the loss or damage that is the subject of the claim.

© Insurance Services Office, Inc., 2013

Insured Copy

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

© ISO Properties, Inc., 2003

Insured Copy

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. The following exclusion is added to the **Exclusions** section of each the following coverage forms:

Commercial General Liability Coverage Form CG 00 01, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions;**

Owners and Contractors Coverage Form CG 00 09, SECTION I – COVERAGES - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions;**

Farm Liability Coverage Form FL 00 20, SECTION I - COVERAGES, COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions;**

Garage Coverage Form CA 00 05, SECTION II – LIABILITY COVERAGE, B - Exclusions;

Auto Dealers Coverage Form CA 00 25, SECTION II - GENERAL LIABILITY COVERAGES, A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY paragraph **2. Exclusions;**

Earth Movement

This insurance does not apply to "bodily injury" or "property damage" arising out of "earth movement". This exclusion applies:

(1) regardless of whether the "earth movement' is naturally occurring or human-made; and

(2) regardless of whether the "earth movement" is:

(a) caused by or alleged to have been caused by, in whole or in part; or

(b) aggravated by or alleged to have been aggravated by:

"your work", or the work of a contractor or any persons working for or on its behalf, arising out of and in the course of performing work related to the conduct of any insured's business.

B. The following definition is added to the **DEFINITIONS** section of each coverage form listed above:

"Earth movement" means:

a. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

b. Landslide, including mudflow, any earth sinking, rising or shifting related to such event;

c. Mine subsidence, meaning subsidence of a human-made mine whether or not mining activity has ceased; or

d. Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

C. For the purpose of this endorsement, "your work":

a. Means:

(1) Work or operations performed by you or on your behalf; or

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

All other terms and conditions of this policy remain unchanged.

AUTO DEALERS Coverage Part Declarations

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

ITEM ONE

Named Insured: Bone's Custom Cycles
Policy Number: MP0042037000690
Effective Date: 08/10/2025

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS:

This policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM next to the name of the "auto" related coverage.**

COVERAGES	COVERED AUTOS	LIMITS OF INSURANCE	PREMIUM
LIABILITY			
Covered Autos Liability	29	$ 1,000,000 Each Accident	$ 1,562
General Liability Bodily Injury And Property Damage Liability		$ 1,000,000 Each Accident	
		$ 2,000,000 General Liability Aggregate	
		$ 2,000,000 Products And Work You Performed Aggregate	
Damages To Premises Rented To You		$ Any One Premises	$
Personal And Advertising Injury Liability		$ Any One Person or Organization	$
Locations And Operations Medical Payments		$ Any One Person	$
Acts, Errors Or Omissions Liability		SEE LIMITS OF INSURANCE IN ITEM EIGHT OF DECLARATIONS	$
Auto Medical Payments		$ Each Insured - See Item Seven Schedule of Specifically Described "Autos"	$
Hired Auto			$
GARAGEKEEPERS ("Autos" left with you for service, repair, storage, or safekeeping)			
Specified Causes of Loss		SEE LIMITS OF INSURANCE IN ITEM FIVE OF DECLARATIONS	$
Comprehensive	30		$ 595
***Theft of "Customer's Autos"**			$
Collision	30		$ 524
Garagekeepers In-Transit (In-Tow) Coverage			$
PHYSICAL DAMAGE			
Specified Causes of Loss		SEE LIMITS OF INSURANCE IN ITEM SIX OF DECLARATIONS	$
Comprehensive			$
***Theft of "Autos"**			$
Collision			$
OTHER COVERAGES			
Uninsured Motorist		SEPARATELY STATED IN THE ENDORSEMENT	$
Underinsured Motorist (When Not Included In Uninsured Motorists Coverage)		SEPARATELY STATED IN THE ENDORSEMENT	$
Personal Injury Protection (or equivalent No-fault Coverage)		SEPARATELY STATED IN THE ENDORSEMENT	$
Drive-Away Operations		SEE ITEM NINE OF DECLARATIONS	$
Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of inception:		**See Schedule of Forms and Endorsements** **Premium for Endorsements** (if applicable)	$ 100
		Total Policy Premium	$ 2,781
Number of Dealer Plates/Transport Tags		☐ CHECK HERE IF MINIMUM PREMIUM APPLIES	

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Auto Dealer Coverage Form, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.

AUTO DEALERS Coverage Part Declarations - continued

ITEM THREE - LOCATIONS WHERE YOU CONDUCT AUTO DEALERS OPERATIONS

LOC. NO.	Complete Location Address Street	City	State	Zip
1.	141 Wawi Tijerina Parkway	Laredo	TX	78043
2.				
3.				
4.				
5.				

ITEM FOUR - LIABILITY COVERAGES - PREMIUMS

LOC. NO.	Rating Units (Dealers)	Payroll (Non-Dealers)	Rate Per $100 of Payroll	Premium
1.		10,400	$15.01	$1,562
2.				
3.				
4.				
5.				

ITEM FIVE - GARAGEKEEPERS COVERAGES AND PREMIUMS

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless a Direct Coverage Option has been selected indicated by an "X" entered below.

Direct Coverage Options:

☐ PRIMARY INSURANCE Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "customer's auto" and is Primary Insurance.

☐ EXCESS INSURANCE Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

LOC. NO	Coverages	Limit of Insurance and Deductible for Each Location	Premium For Each Location
1.	Specified Causes of Loss OR Comprehensive	$100,000 Limit Of Insurance $50,000 Maximum Limit For Loss to Any One Auto Minus $1,000 Deductible For Each Covered Auto For Loss subject to a $5,000 Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $ 595
	☐ Check if applicable	Theft of "Customer's Autos" at Unprotected Buildings or Premises	$
	Collision	$ 100000 Limit Of Insurance Minus $ 1,000 Deductible For Each Covered Auto	Collision $ 524
2.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	☐ Check if applicable	Theft of "Customer's Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $

AUTO DEALERS Coverage Part Declarations - continued

LOC. NO	Coverages	Limit of Insurance and Deductible for Each Location	Premium For Each Location
3.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	☐ Check if applicable	Theft of "Customer's Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
4.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	☐ Check if applicable	Theft of "Customer's Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
5.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	☐ Check if applicable	Theft of "Customer's Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
		TOTAL PREMIUM	$ 1,119

Garagekeepers In-Transit (In-Tow) Schedule

NO.	Description of tow truck or wrecker transporting a covered "customer's auto" (Year, Make, Model and VIN)	Maximum Limit of Insurance for a "customer's auto" In-Transit	Minus Deductible for each "customer's auto"			Premium
			Collision	Specified Causes of Loss	Comprehensive	
1.						
2.						
3.						
4.						
5.						

AUTO DEALERS Coverage Part Declarations - continued

ITEM SIX - PHYSICAL DAMAGE COVERAGE FOR DEALERS AND NON-REPORTING PREMIUM.

Each of the following Physical Damage coverages that is indicated in ITEM TWO applies only to the type of "autos" and interests indicated below by "X"

	Used Autos		Your interest in covered "autos" you own
	New Autos		Your interest and the interest of any creditor named as loss payee
			All interests in covered "autos" while in your possession on consignment for sale

LOC. NO.	Coverages	Limit of Insurance and Deductible for Each Location	Premium For Each Location
1.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss Subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	Check if applicable	Theft of "Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
2.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss Subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	Check if applicable	Theft of "Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
3.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss Subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	Check if applicable	Theft of "Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
4.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss Subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	Check if applicable	Theft of "Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
5.	Specified Causes of Loss OR Comprehensive	$ Limit Of Insurance $ Maximum Limit For Loss to Any One Auto Minus $ Deductible For Each Covered Auto For Loss Subject to a $ Maximum Deductible For All Such Loss In Any One Loss Unless stated elsewhere in this policy.	Specified Causes of Loss $ Comprehensive $
	Check if applicable	Theft of "Autos" at Unprotected Buildings or Premises	$
	Collision	$ Limit Of Insurance Minus $ Deductible For Each Covered Auto	Collision $
		TOTAL PREMIUM	$

AUTO DEALERS Coverage Part Declarations - continued

Our Limit of Insurance for "loss" at locations other than those stated in ITEM THREE is
$ At additional locations where you store covered "autos" and
$ While in transit.
However, there is no coverage if "loss" occurs more than 45 days after your use of the location begins

Loss Payee All Physical Damage loss is payable to you and the loss payee named below according to their interests in the auto at the time of the loss:

ITEM SEVEN - SCHEDULE OF SPECIFICALLY DESCRIBED "AUTOS"

NO.	Year	Make	Body Type	Vehicle Identification Number
1.				
2.				
3.				
4.				
5.				

NO.	GVW	Use	Radius	Code	Loss Payee
1.					
2.					
3.					
4.					
5.					

COVERAGES (Will apply as indicated by entry of a premium.)

	Liability	Specified Causes of Loss		Comprehensive		Collision		Medical Payments	Uninsured/ Underinsured Motorist	Personal Injury Protection
NO.	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Premium	Premium	Premium
1.										
2.										
3.										
4.										
5.										
Total										

ITEM EIGHT – "ACTS, ERRORS OR OMISSIONS" LIABILITY

COVERAGES only apply as indicated in the Schedule below, for the "act, error or omission" definition contained in **Section V – Definitions,** Paragraph **B.** If a coverage is not selected it is excluded and the coverage definition will not apply.	
Coverages	**Premium**
A. Subparagraph 1., related to truth in lending	**$**
B. Subparagraph 2., related to odometer	**$**
C. Subparagraph 3., related to insurance agents or brokers	**$**
D. Subparagraph 4., related to title	**$**
Limit and Deductible	**Total Premium**
$ Aggregate Limit subject to a	**$**
$ Deductible each claim	

ITEM NINE - DRIVE-AWAY OPERATIONS (PICK-UP AND DELIVERY) LIABILITY AND PHYSICAL DAMAGE

The limit of three hundred (300) miles described in the Drive-Away Operations Exclusion contained in the **Additional Exclusions and Limitations** endorsement is extended by completion of the following:

Extended to miles for an additional premium of $

Forms/ Endorsements Applicable - See Schedule of Forms and Endorsements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

© ISO Properties, Inc., 2007

Insured Copy

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2007

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: MP0042037000690

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF OPERATIONS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

In consideration of the premium charged it is agreed there is no coverage for any "bodily injury", "property damage", "personal and advertising injury", "acts, errors or omissions", "accident" or "loss" arising from operations, activities or events not scheduled below .

"Auto Dealers Operations":

Class Code	Description of Operations:
7921	Motorcycle Repair

General Liability Coverages - Included in "Auto Dealers Operations":

Class Code	Classification Description	Premium Basis* / Exposure	Rate		Advanced Premium
			Premises / Operations	Products / Completed Operations	

*Premium Basis Types: **p - Payroll** (per $1,000 of Payroll); **c - Cost** (per $1,000 Total Cost); **s - Sales** (per $1,000 Gross Sales); **a - Area** (per 1,000 Square feet of area); **m - Admissions** (per 1,000 Admissions); **u - Units** (per Unit); **t - Total** (per each)

Total Annual Premium: $

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS AND LIMITATIONS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SECTION V – DEFINITIONS item **E.** "Auto dealer operations" is deleted and replaced with:

E. "Auto dealer operations" means:

1. The ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations;
2. "Auto" service and repair operations and that portion of the roads or other accesses that adjoin these locations.

"Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership or an "auto" service and repair operation.

Throughout this policy the following terms are amended:

1. The term dealership also includes service and repair operations.
2. The term "auto" dealer locations also includes service and repair locations.

CHANGES IN SECTION I – COVERED AUTOS COVERAGES

A. Description of Covered Auto Designation Symbols

31	Dealers "Autos" and "Autos" Held For Sale By Non-Dealers or Trailer Dealers (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations

D. Covered Autos Liability Coverage

1. Item **2. Who Is An Insured,** paragraph **b. (3)** is deleted and replaced with:

   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking, storing, maintaining, towing, or transporting "autos" unless that business is yours.

2. The following exclusions are added to Item **4. Exclusions:**

   Criminal Acts

   "Bodily injury" or "property damage" arising out of a criminal act committed by or at the direction of the "insured".

   Drive-Away Operations

   We will not pay for "loss" which occurs while any covered "auto" is being driven or transported from the location where you first acquired the covered "auto" to its final destination if the driving distance between such points is more than 300 miles unless this limit is extended by Item Nine Drive-Away Schedule on the Auto Dealers Coverage Part Declarations.

   Radius of Operation – Specifically Described "Autos"

   "Bodily injury" or "property damage" which occurs while a covered "auto" specifically described in Item Seven – Schedule of Specifically Described "Autos" in the Auto Dealers Coverage Part Declarations is being driven beyond the stated radius.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Insured Copy

Repossession

"Bodily injury" or "property damage" caused by, arising out of or resulting from any act of repossession, including wrongful repossession.

Shared Lot

"Bodily injury" or "property damage" arising out of the operations of, activities of, areas controlled by, property of, or "auto" of any other entity except one specifically insured under the policy.

Tires

(1) Used Tires: "Bodily injury" or "property damage" arising out of used tires that the insured manufactured , sold, repaired, rebuilt, refurbished or installed, including but not limited to recap, retread, plugged and used tires.

(2) Sale of tires manufactured more than 5 years before the date sold by you.

(3) Any structural work including the welding or straightening of a wheel or rim.

Transfer of Ownership or Surrender of Possession

"Bodily injury" or "property damage" occurring after either ownership of an "auto" is transferred or possession of an "auto" is surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

Transporting & Towing of Autos

"Bodily injury" or "property damage" arising out of the ownership, operations, maintenance or use of any "auto" that is not identified in Item Seven – Schedule of Specifically Described "Autos" in the Auto Dealers Coverage Part Declarations used to tow, carry, haul or move "autos". This exclusion does not apply if your business is shown in the Auto Dealers Coverage Part Declarations as an "auto" dealership and a tow dolly you own or an "auto" that you hold for sale is temporarily used to tow, carry, haul or move owned "autos".

E. Garagekeepers Coverage

1. Item **4. Exclusions** paragraph **a. (2). Theft** is deleted and replaced with:

a. (2) Theft or Conversion

We will not pay for "loss" caused by or resulting from:

a) Theft, conversion or other dishonest acts caused in any way by:

1) You, your "employees" or authorized representatives, or anyone else entrusted with the property, or by your shareholders;

2) Anyone else with an interest in the property, their "employees" or authorized representatives or anyone else entrusted with the property, or by their shareholders;

b) Theft if at the time of "loss" the "keys" for the stolen "customer's auto" were in or on the "customer's auto" .

2. Item **4. Exclusions,** the following sub - paragraphs are added to paragraph a:

Transporting and Towing of "Customer's Autos"

"Loss" to a "customer's auto" arising from its transport, towing, putting on or off the towing apparatus by any "insured" unless the transporting or towing "auto" is scheduled in Item FIVE - Garagekeepers In-Transit (In-Tow) Schedule of the Auto Dealers Coverage Part Declarations

Consigned, Owned and Any "Autos" held for sale

"Loss due to any "auto" held for sale or consignment

Repossession

"Loss" to any "customer's auto" arising from repossession operations.

Earth Movement, "Flood and "Volcanic Action"

When Garagekeepers Coverage is written on a Direct Primary basis, as indicated on the Auto Dealers Coverage Part Declarations, we will not pay for "loss" or damage caused by, resulting from or arising directly or indirectly from:

a) Earthquake, including tremors and aftershocks and any earth sinking , risking or shifting related to such event;

Landslide, including mudflow, any earth sinking, rising or shifting related to such event;

Mine subsidence, meaning subsidence of a man-made mine whether or not mining activity has ceased; or

Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if any of these result in fire or explosion that cause "loss" or damages, we will pay for the resulting "loss" or damages.

a) "Flood" caused by earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting.

b) "Volcanic action" eruption, explosion or effusion. But if any of these result in fire or explosion that cause "loss or damages, we will pay for the resulting "loss" or damages.

1. Item **5. Limits of Insurance And Deductibles** is deleted and replaced with:
   a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in Item Five of the Auto Dealers Coverage Part Declarations for that location minus the applicable deductibles shown in Item Five of the Auto Dealers Coverage Part Declarations.

   b. The maximum deductible stated in the Auto Dealers Coverage Part Declarations for Garagekeepers Coverage is the most that will be deducted for all "loss" in any one event.

   c. To settle a claim or "suit", we may pay all or any part of the deductible at our sole discretion. If this occurs, you must reimburse us for the deductible or that portion of the deductible that we paid.

   d. The most we will pay for "loss" to any one "customer's auto" and "customer's auto" equipment is the lesser of the customer's "autos" "actual cash value" at the time of "loss", or the cost of repairing or replacing the "customer's auto". An adjustment for the depreciation and physical condition will be made in determining the "actual cash value" in the event of a total "loss".

   e. In the event of payment of "actual cash value" for a total "loss" we are entitled to all salvage, or credit for salvage resulting from such "loss".

   f. Regardless of the value of each "customer's auto", the most we will pay for "loss" to any one "customer's auto" is $50,000 unless a different Maximum Limit for Loss to Any One Auto is shown in ITEM FIVE – of the Auto Dealers Coverage Part Declarations.

F. Physical Damage Coverage

1. Item **3. Exclusions,** the following sub-paragraphs are added to **p**aragraph **a.:**

Theft or Conversion

We will not pay for "loss" caused by or resulting from:

a) Theft, conversion or other dishonest acts caused in any way by:

1) You, your "employees" or authorized representatives, or anyone else entrusted with the property, or by your shareholders; or

2) Anyone else with an interest in the property, their "employees" or authorized representatives or anyone else entrusted with the property, or by their shareholders, or by anyone involved in

the sale or purchase of the vehicle by you (including but not limited to the seller).

b) Theft if at the time of "loss" the "keys" for the stolen "auto" were in or on the "auto".

"Autos" Used for Transporting & Towing

We will not pay for "loss" caused by or resulting from ownership, operations, maintenance or use of any "auto" that is not identified in Item Seven – Schedule of Specifically Described "Autos" in the Auto Dealers Coverage Part Declarations used to tow, carry, haul or move "autos". This exclusion does not apply if your business is shown in the Auto Dealers Coverage Part Declarations as an "auto" dealership and a tow dolly you own or an "auto" that you hold for sale is temporarily used to tow, carry, haul or move owned "autos".

Earth Movement, "Flood" and "Volcanic Action"

We will not pay for "loss" or damage caused by, resulting from or arising directly or indirectly from:

b) Earthquake, including tremors and aftershocks and any earth sinking , risking or shifting related to such event;

Landslide including mudflow, any earth sinking, rising or shifting related to such event;

Mine subsidence, meaning subsidence of a man-made mine whether or not mining activity has ceased; or

Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if any of these result in fire or explosion that cause "loss" or damages, we will pay for the resulting "loss" or damages.

b) "Flood" caused by earthquake, landslide, mudflow, mine subsidence or earth sinking, rising or shifting.

c) "Volcanic action", eruption, explosion or effusion. But if any of these result in fire or explosion that cause "loss or damages, we will pay for the resulting "loss" or damages.

2. Item **3. Exclusions, c. False Pretense** paragraph **(2)** is deleted and replaced with:

(2) Your acquiring an "auto" from a seller who did not have legal title or who is otherwise without legal or equitable right to transfer ownership of the vehicle to you."

3. Item **3. Exclusions d. (3)** is deleted and replace with:

(3) "Loss" to any covered "auto" being driven or transported from the location where you first acquired the covered "auto" to its final destination if the driving distance between such points is more than 300 miles unless this limit is extended by Item Nine Drive-Away Operations on the Auto Dealers Coverage Part Declarations.

4. Item **4. Limits of Insurance –** the following is added to paragraph **a. (1)**:

In the event payment of "actual cash value" for a total "loss" we are entitled to all salvage or credit for salvage resulting from such "loss"; and

Regardless of the value of each "auto", the most we will pay for "loss" to any one "auto" is $50,000 unless a different Maximum Limit for Loss to Any One Auto is shown in ITEM SIX of the Auto Dealers Coverage Part Declarations.

5. Item **4. Limits of Insurance**, the first sentence of paragraph **d.** is deleted and replaced with:

If your business is shown in the Auto Dealers Coverage Part Declarations as an "auto" dealer, the following provisions apply:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

6. Item **5. Deductible** is deleted and replaced with:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in Item Six of the Auto Dealers Coverage Part Declarations.

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible stated in Item Six of the Auto Dealers Coverage Part Declarations is the most that will be deducted for all "loss" in any one event.

CHANGES IN SECTION II – GENERAL LIABILITY COVERAGES

1. Paragraph **A. Bodily Injury and Property Damage,** Item **2. Exclusions**, paragraph **o. Liquor Liability** is deleted and replaced with:

o. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

(4) The manufacture, sale or distribution of alcoholic beverages;

(5) The serving or furnishing of alcoholic beverages with or without a charge, whether a license is required for such an activity or not; or

(6) The use of any alcoholic beverage in any other capacity.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "accident" which caused the "bodily injury" or "property damage", involved that which is described in Paragraphs **(1), (2), (3), (4), (5) or (6)** above.

2. The following exclusions are added to paragraph **A. Bodily Injury and Property Damage**, item **2. Exclusions:**

Animal

"Bodily injury", "property damage" or "personal and advertising injury" relating to or arising from animals, including the failure to train, supervise, or control animal(s). This includes injuries or damages caused by or originating from any domestic or non-domestic animal, whether owned by or in the care, custody or control of, the insured, an employee, agent or any other person.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

Criminal Acts

"Bodily injury" or "property damage" arising out of a criminal act committed by or at the direction of the "insured".

Lethal Weapons

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the possession, ownership, maintenance, use of or threatened use of a lethal weapon, including but not limited to firearms by any person.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Pawn and Title

"Bodily injury" or "property damage" arising out of any pawn operations or title pawn operations.

Refrigerated Truck and Trailer

"Bodily injury" or "property damage" caused by or resulting from changes in temperature or humidity within any refrigerated truck or trailer sold or repaired by the insured resulting in damage, including but not limited to spoilage, discoloration, bruising, spotting, sourness, decay, decomposition, freezing or thawing.

Repossession

"Bodily injury" or "property damage" caused by, arising out of or resulting from any act of repossession, including wrongful repossession.

Shared Lot

"Bodily injury" or "property damage" arising out of the operations of, activities of, areas controlled by, property of, or "auto" of any other entity except one specifically insured under the policy.

Tires

(1) Used Tires: "Bodily injury" or "property damage" arising out of used tires that the insured manufactured, sold, repaired, rebuilt, refurbished or installed, including but not limited to recap, retread, plugged and used tires.

(2) Sale of tires manufactured more than 5 years before the date sold by you.

(3) Any structural work including the welding or straightening of a wheel or rim.

Transfer of Ownership or Surrender of Possession

"Bodily injury" or "property damage" occurring after either ownership of an "auto" is transferred or possession of an "auto" is surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

3. Paragraph **B. Personal and Advertising Injury Liability,** item **2. Exclusions** , paragraph **i. Infringement of Copyright, Patent, Trademark Or Trade Secret** is deleted and replaced with:

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret "Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

CHANGES IN SECTION V - DEFINITIONS

1. Item **F.** "Bodily injury" is deleted and replaced with:

F. "Bodily injury" means physical injury, sickness, or disease sustained by a person including death resulting from any of these. "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress, mental injury, anxiety, inconvenience, depression, dissatisfaction, or shock to the nervous system or any similar injury, including physical manifestation of any of the forgoing, unless arising out of other underlying actual physical injury to that person.

2. Item **G.** "Covered pollution cost or expense" , paragraphs **1.** and **. 2.** are deleted and replaced with:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants".

3. Item **J.** "Employee" is deleted and replaced with:

J. "Employee" includes:

1. A "leased worker" and "temporary worker" whether paid or acting as a volunteer.
2. A "contract driver". "Contract driver" is defined as any person hired on a temporary basis for pick-up and delivery of an "auto" with no commercial insurance of their own in place.

4. Item **N.** "Insured Contract", Paragraph **1** . is deleted and replaced with:

   1. A lease of premises. However, that portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you is not an "insured contract".

   Paragraph **7** . Is deleted entirely.

5. Item **R.** " Personal and Advertising Injury" is deleted and replaced with:

   R. "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

   1. False arrest, detention or imprisonment;
   2. Malicious prosecution;
   3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
   5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

6. The following definitions are added:

   "Actual Cash Value" means the amount it would cost to repair or replace a "customer's auto" or covered "auto", at the time of loss or damage, with material of like kind and quality, subject to deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of a "customer's auto" or covered "auto" regardless of whether the "auto" sustained partial or total loss or damage. The "actual cash value" of a damaged "auto" may be significantly less than its replacement cost.

   "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas.

   "Keys" mean keys including remote starters, keyless ignition fobs or any other device used for ignition of an "auto".

   "Volcanic action" means direct "loss" or damages resulting from the eruption of a volcano when the "loss" or damages are caused by:
   a. Airborne volcanic blast or airborne shock waves;
   b. Ash, dust or particulate matter; or
   c. Lava flow.

   All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence. "Volcanic action" does not include cost to remove ash, dust or particulate matter that does not cause direct physical "loss" or damage to the covered "auto".

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

I. The following is added to **SECTION II – GENERAL LIABILITY COVERAGES**, Paragraph **A. Bodily Injury And Property Damage Liability**, **sub**paragraph **2. Exclusions** and Paragraph **B. Personal And Advertising Injury Liability**, subparagraph **2. Exclusions:**

Assault or Battery

"Bodily injury", "property damage", "personal and advertising injury" or medical expense caused by, arising out of, resulting from, or in any way related to an "assault" or "battery" when that "assault" or "battery" is caused by, arises out of or results from, in whole or in part:

(1) The direct or indirect instigation, instruction or direction, by you, your "employees", patrons or any other persons;

(2) The failure to provide a safe environment including but not limited to the failure to provide adequate security, or to warn of the dangers of the environment;

(3) The negligent employment, investigation, supervision, hiring, training or retention of any person;

(4) Negligent, reckless, or wanton conduct by you, your "employees", patrons or any other persons;

(5) The use of force, whether excessive or not, to protect persons or property whether or not the "bodily injury", "property damage", or "personal and advertising injury" was intended from the standpoint of the insured or committed by or at the direction of any insured; or

(6) The failure to render or secure medical treatment or care necessitated by any "assault" or "battery".

II. For the purpose of this endorsement only, **Exclusion a. Expected Or Intended Injury** of **SECTION II – GENERAL LIABILITY COVERAGES**, Paragraph **A. Bodily Injury And Property Damage Liability** is deleted and replaced with:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

III. For the purpose of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS:**

"Assault" means any intentional act, or attempted act or threat to inflict injury to another including any conduct that would reasonably place another in apprehension of injury, including but not limited to physical injury, sexual abuse or harassment, intimidation, verbal abuse, and any threatened harmful or offensive contact between two or more persons.

"Battery" means the intentional or reckless use of force including a physical altercation or dispute between persons, or offensive touching or sexual molestation against another, resulting in injury whether or not the actual injury inflicted is intended or expected. The use of force includes, but is not limited to the use of a weapon.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

I. The following exclusion is added to **SECTION I – COVERED AUTOS COVERAGES, D. Covered Auto Liability Coverage**, Paragraph **4. Exclusions**; and **SECTION II – GENERAL LIABILITY COVERAGES, A. Bodily Injury And Property Damage Liability P**aragraph **2. Exclusions, B. Personal And Advertising Injury Liability P**aragraph **2. Exclusions** and **C. Locations And Operations Medical Payments** Paragraph **2. Exclusions:**

Occupational Disease

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expense arising out of "occupational diseases".

II. For the purpose of this endorsement only, the following definitions the following is added to **SECTION V – DEFINITIONS:**

"Occupational diseases" means any injury, including death, sickness, disease or disability, defined as occupational disease under any workers compensation or disability benefits laws, statues or regulations of any jurisdiction in which the "occurrence" took place or the "occupational disease" arose.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: **MP0042037000690**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SECTION IV – CONDITIONS, B. General Conditions, 6. Premium Audit is deleted and replaced by the following:

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium.

The rates for each classification shown in the Declarations are multiplied by the estimated premium basis of that classification for the term to determine the advance premium.

We may conduct an audit of your books to determine the actual premium basis developed during the policy period. To calculate the actual premium developed during the policy period we will use one, or a combination, of the follow premium bases: rating units, inventory value, total operating expenditures and, when the Schedule of Operations includes premium for additional products or operations – included in "Auto Dealers Operations", payroll, admissions, gross sales, total cost, area, or each exposure unit.

b. Premium Bases

The premium bases are defined in accordance with our rules and the following definitions:

(1) **"Auto Dealers" Coverage** :
"Auto Dealers": Rating Units are calculated as follows:

Regular Operators: Owners, partners, officers, salespersons, managers, and employees who are active in operations and whose duties involve the regular operation of covered autos.

Furnished auto for personal use (Full Time or Part Time employee) 1.00
Furnished Inactive owners, partners, officers and their spouses 1.00 **Full Time, business use only** .75
Part Time, business use only .50
Contract driver – Rate for each Scheduled Individual .30 Those hired on a temporary basis for pick- up and delivery of an auto with no commercial insurance of their own in place. MVRs are provided to us.
Contract driver - Blanket rate, Unscheduled Drivers 1.00 MVRs are not provided
All Other - Full Time .40 Clerical staff, lot personnel, mechanics and those employees active in operations and those duties do not involve the regular operation of covered autos. Owners are not rated as "all other" unless completely inactive in the daily operation of the business with no furnished auto exposure. They are then rated as All Other Employees - Part Time
All Other - Part Time .20

Policy Minimum Rating Units: 1.50

(2) " **Auto Dealers" Inventory Value** – A 100% coinsurance penalty applies. If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

(3) **Total Operating Expenditures** (premium basis symbol **o**): Total expenditures (including grants, entitlements and shared revenue) without regard to source of revenue during the policy period including accounts payable.

The rates apply per $1,000 of Total Operating Expenditures.

(4) **Premium for additional products or operations – included in auto service and repair operations** - When the MUS 01 01 70001 Schedule of Operations form includes premium for Additional Products or Operations – Included in "Auto Dealers Operations", the rules and definitions as set forth in (5) through (11) below apply to the related operations premium.

(5) **Payroll** (premium basis symbol **p**): Remuneration paid to "employees", including but not limited to:

(a) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to you.

(b) Non-Dealers: Payroll is calculated based on all employees who are active in the operation (owners, partners, officers, managers, clerical staff, mechanics, etc.). Payroll is fixed at $5,200 per full time employees and $2,600 per part time employee.

Policy Minimum Payroll: $7,800.

(c) If your operations consist of a number of separate operations classified individually in the Declarations, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are **not** maintained by you will be assigned to the highest rated classification.

(d) Independent Contractors or any other person compensated by you for work performed in your auto service and repair operations must be reported as an employee unless that person has provided you with evidence of his or her own insurance.

(e) For premium computation purposes, the payroll of executive officers, individual insureds and co- partners is subject to a minimum annual payroll per person of:

$

(If no entry is made, the minimum payroll as established by our rating rules will apply.)

The rates apply per $1,000 of Payroll.

(6) **Admissions** (premium basis symbol **m**): The total number of persons, other than your "employees", admitted to the insured event or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

(7) **Gross Sales** (premium basis symbol **s**): The gross amount charged by you, your concessionaries or by others trading under your name for:

(a) All goods or products, sold or distributed;

(b) Operations performed during the policy period; and

(c) Rentals; or

(d) Dues or fees.

The rates apply per $1,000 of Gross Sales.

(8) "**Total Cost**" (premium basis symbol **c**) means the total cost of all work let or sublet in connection with each specific project including:

(a) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work excluding the cost of finished equipment installed whether or not furnished by the contractor, or subcontractor, or by you; and

(b) All fees, bonuses or commissions made, paid or due.

The rates apply per $1,000 of Total Cost.

(9) **Area** (premium basis symbol **a**): The total number of square feet of floor space at the insured premises.

The rates apply per 1,000 square feet of Area.

(10) **Each** (premium basis symbol **t**): The basis of premium involves units of exposure, and the quantity compromising each unit of exposure is indicated in the Declarations, such as "per person".

d. We reserve the right to examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to supply such records upon request will be deemed a breach of condition of this policy, and may subject any in-force policy of yours to cancellation for breach of conditions.

(11) **Units** (premium basis symbol **u**): A single room or group or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone. The rates apply per Unit.

e. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. Advance premium includes any payments identified as premium paid prior to policy expiration. At the close of each audit period, we will compute the earned premium for that period. Audit premium is due and payable upon notice to the first Named Insured. Failure to pay the audit premium due will be deemed a breach of contract of this policy, and may subject any in-force policy of yours to cancellation for non-payment of premium.

(1) If the actual earned premium generated as a result of an audit for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to this adjustment.

(2) If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.

f. Non-cooperation with Audits

If after two (2) documented attempts we are unable to complete an audit, your applicable premium basis, as defined in Paragraph **b.** above, will be increased by twenty-five percent (25%) and applied in addition to the policy premium. Failure to remit payment of this increase, or any additional premium found within a successfully completed premium audit, will be subject to the terms described in e. above.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOBACCO, NICOTINE, OR NICOTINE REPLACEMENT PRODUCTS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

A. The following is added to **SECTION II - GENERAL LIABILITY COVERAGES** Paragraph **2. Exclusions** of **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2. Exclusions** of **B. PERSONAL AND ADVERTISING INJURY LIABILITY**:

Tobacco, Nicotine, or Nicotine Replacement Products

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation, ingestion, use, absorption, delivery, or consumption of, exposure to, existence or presence of or contact with any "tobacco, nicotine, or nicotine replacement products" used, handled, supplied, processed, altered, prepared, sold or manufactured by any insured or any other person or entity regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

B. The following is added to **SECTION V - DEFINITIONS**:

"Tobacco, nicotine, or nicotine replacement products" means tobacco in any form; raw or cured tobacco; cigars and cigar wrappers; pipe tobacco; cigarettes; cigarette filters and papers; snuff; chewing tobacco; liquids or e-liquids used in electronic cigarettes; smokeless tobacco products; tobacco smoke including second hand smoke; tobacco substitutes; vaporized tobacco or nicotine; and nicotine and synthetic nicotine in any form.

"Tobacco, nicotine, or nicotine replacement products" includes any device used for the absorption, consumption, ingestion, inhalation or delivery of natural or synthetic nicotine or replacement nicotine, or any container, material, part, battery, atomizer cartridge, equipment or accessory, including, but not limited to: electronic or smokeless cigarettes, lozenges, discs, orbs, gases, mists, chew sticks and film strips, or applied patches or treatment in any form; hookahs, water pipes, vaporizers; or gaseous, liquid or solid residues or byproducts of tobacco or nicotine use, consumption, manufacturing or processing.

For purposes of this exclusion, any mineral, chemical, (including but not limited to those used to enhance flavor or fragrance such as ketones, diketones, and related substances), fluid or aerosol or other product sprayed on, applied to, found within or used in conjunction with any "tobacco, nicotine, or nicotine replacement product" is deemed a part of such product.

All other terms and conditions of this policy remain unchanged.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTONOMOUS AUTO EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "loss", or if applicable to Uninsured Motorists Coverage, Underinsured Motorists Coverage, Personal Injury Protection, Basic First Party Benefit, Medical Payments, Garagekeepers Coverage and Physical Damage Coverage caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of a covered "auto" that is considered an "autonomous auto" unless the "autonomous auto" is being manually operated by an "insured" who is seated in the driver's seat at the time of loss.

The following is added to **SECTION V - DEFINTIONS**:

"Autonomous auto" is defined as any "auto" with the capability to be fully operated without the active physical control or monitoring by a human operator. An "autonomous auto" does not include a vehicle that is solely equipped with one or more collision avoidance systems, such as electronic blind spot assistance, automated emergency braking systems, parking assistance, adaptive cruise control, lane keep assist, lane departure warning, and traffic jam and queuing assist.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

Policy Number: **MP0042037000690**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVER RESTRICTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

This insurance does not apply to any claims, "suits", loss, costs, expenses or any other damages because of "bodily injury", "property damage", "loss", or "covered pollution cost or expenses" arising out of the ownership, maintenance, operation or use of an "auto", mobile equipment or any motorized vehicle, regardless of whether the operation or use is on behalf of or for the benefit of any "insured", by the following:

1. **Under Age 21**

   Anyone operating a covered "auto" who is under the age of 21 regardless whether or not the "auto" was operated or used with the expressed or implied permission of an "insured", "employee", manager, supervisor, or anyone else. This exclusion does not apply to: This exclusion does not apply to:

   a. An "accident" involving a customer under age 21 who is accompanied by the "insured" while test-driving an "auto" held for sale by the "insured"; or

   b. Any person listed in the Schedule of Youthful Drivers below.

SCHEDULE OF YOUTHFUL DRIVERS	
NAME (First, Middle, Last, Suffix)	**LICENSE # (State and Last Four Digits)**

2. **Improperly Licensed**

   Anyone operating a covered "auto" without a proper or valid operator's license as required by the state in which the "auto" is being operated regardless of whether or not the "auto" was operated or used with the expressed or implied permission of an "insured", "employee", manager, supervisor, or anyone else .

3. **Furnished an Auto for Personal Use**

   Anyone operating a covered "auto" for purposes that are not necessary or incidental to the insured's "auto dealer operations" regardless of whether or not the "auto" was operated or used with the expressed or

implied permission of an "insured", "employee", manager, supervisor, or anyone else.

a. This exclusion does not apply to any person listed in the Schedule of Drivers Furnished "Autos" below .

SCHEDULE OF DRIVERS OF FURNISHED AUTOS	
NAME (First, Middle, Last, Suffix)	**LICENSE # (State and Last Four Digits)**

This endorsement applies regardless of whether or not the "auto" was operated or used with the expressed or implied permission of an "insured", "employee", manager, supervisor or anyone else. This endorsement applies to all coverages currently provided, including Uninsured Motorist Coverage and Underinsured Motorist Coverage, when the "auto" was operated or used by the excluded driver, and any coverage added in the future.

In any state where this endorsement is not permitted due to statute, ordinance, or regulation, the maximum limit we will pay for an "accident" involving anyone that would otherwise be excluded or limited by this endorsement shall not exceed the basic minimum financial responsibility limits required by the state in which the "accident" occurs.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

I. The following is added to:

SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 4. Exclusions;
SECTION II – GENERAL LIABILITY COVERAGES, A. Bodily Injury And Property Damage Liability, 2. Exclusions; B. Personal And Advertising Injury Liability, 2. Exclusions; C. Locations And Operations Medical Payments, 2 Exclusions;
SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES, B. Exclusions

This insurance does not apply to "bodily injury", including any resulting emotional injury, distress or humiliation, "property damage", "personal and advertising injury", "acts, errors or omission", medical expenses, "loss" or any other damages directly or indirectly caused by, related to or arising from "abuse or molestation".

I. The following definition is added to **SECTION V – DEFINITIONS:**

"Abuse or molestation" means:

Any physical contact or any other conduct of an abusive, harassing or bullying nature; sexual action; or, any other alleged act, failure to act or breach of duty in the hiring, training, supervision, retention or reporting or failing to report any person who commits or allegedly committed any of the foregoing offenses.

Sexual action includes any contact or interaction with a person which is objectively considered sexually oriented or motivated, including grooming, physical touching, nudity, exposure to material of a sexual nature in any medium, exposure to sexual language or behavior, requests for sexual activity, and any other behavior with sexual connotation or purpose, whether performed for sexual gratification, discrimination, intimidation, coercion or any other reason.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – THEFT FROM UNPROTECTED BUILDINGS OR PREMISES

This endorsement modifies insurance provided under the following:

Auto Dealers Coverage Form

1. When a premium is shown on the Auto Dealers Coverage Part Declarations Page for ITEM FIVE – Garagekeepers Coverage, the following will apply by location, unless Theft of "Customer's Autos" at Unprotected Buildigs or Premises is checked as applicable and a premium is indicated for that location:

   The following sub-paragraph is added to **SECTION I – COVERED AUTOS COVERAGES; E. Garagekeepers Coverage,** Paragraph **4. Exclusions** :

   Theft of Customer's Auto from an Unprotected Building or Premises

   We will not pay for "loss" due to, caused by or resulting from theft or conversion of a "customer's auto" or any "customer's auto" equipment when the described premises, scheduled in Item III of the Auto Dealers Coverage Part Declarations Page are closed for business or unattended if:

   (a) The premises where the "customer's autos" are located is unprotected . The entire premises must have protection at all entrances, exits and openings (this includes but is not limited to buildings, the entire perimeter being surrounded by a fence with locked gates or posts and heavy chains with locks); or

   (b) The building in which the "customer's autos" are located is not protected with locked and secured entrances, exits or openings.

2. When a premium is shown on the Auto Dealers Coverage Part Declarations Page for ITEM SIX – Physical Damage Coverage, the following will apply by location, unless Theft of "Autos" at Unprotected Buildings or Premises is checked as applicable and a premium is indicated for that location:

   The following sub-paragraph is added to **SECTION I – COVERED AUTOS COVERAGES; F. Physical Damage Coverage,** Paragraph **4. Exclusions** :

   Theft of Auto from an Unprotected Building or Premises

   We will not pay for "loss" due to, caused by or resulting from theft or conversion of an "auto" or any "auto's" equipment when the described premises, scheduled in Item III of the Auto Dealers Coverage Part Declarations Page are closed for business or unattended if:

   (a) The premises where the "auto" is located is unprotected. The entire premises must have protection at all entrances, exits and openings (this includes but is not limited to buildings, the entire perimeter being surrounded by a fence with locked gates or posts and heavy chains with locks); or

   (b) The building in which the "auto" is located is not protected with locked and secured entrances, exits or openings.

   However, this exclusion does not apply to any covered "auto" that is identified in Item Seven – Schedule of Specifically Described "Autos" in the Auto Dealers Coverage Part Declarations.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYEE INDEMNIFICATION AND EMPLOYERS LIABILITY - EMPLOYEES, CONTRACTORS AND VOLUNTEERS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SECTION I - COVERED AUTOS COVERAGES, D. Covered Auto Liability Coverage Paragraph **4. Exclusions,** sub-paragraph **d. Employee Indemnification and Employer's Liability;** and **SECTION II – GENERAL LIABILITY COVERAGES, A – Bodily Injury and Property Damage Liability,** paragraph **2. Exclusions,** sub-paragraph **d. Employee Indemnification and Employer's Liability** are deleted and replaced with:

d. Employee Indemnification and Employers Liability - "Employees", Contractors, and Volunteers

"Bodily injury" to:

(1) An "employee" arising out of and in the course of:

(a) Employment by any "insured"; or

(b) Performing duties related to the conduct of any "insured's" business;

(2) A contractor and any persons working for or on its behalf arising out of and in the course of performing work related to the conduct of any "insured's" business;

(3) A volunteer working on behalf of the "insured", an "employee", a contractor, or any persons working for or on its or the "insured's" behalf in the course of performing duties or work related to the conduct of the "insured's" business;

(4) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (**1)** , **(2)** or **(3)** above;

(5) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(6) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(5)** above are directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(5)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity;

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and

(d) To liability assumed by the "insured" under an "insured contract".

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOANED, LEASED OR RENTED AUTOS LIMITATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

A. Exclusion **g. Leased Autos** in **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage ,** Subparagraph **4. Exclusions** is deleted and replaced with the following:

g. Leased, Loaned or Rented Autos

Any covered "auto":

(1) Leased to anyone;

(2) Rented to anyone; or

(3) Loaned to anyone, unless the loaned "auto":

a. Is specifically described in ITEM SEVEN - SCHEDULE OF SPECIFICALLY DESCRIBED "AUTOS" on the Auto Dealers Coverage Part , Declarations

b. Is loaned to one of your customers while that "customer's auto" was left in your care, custody and control for service or repair , or

c. Is loaned to one of your customers for use during a test drive.

B. Exclusion **b. (1)** in **SECTION I – COVERED AUTOS COVERAGES,** Paragraph **F. Physical Damage Coverage.** Subparagraph **3. Exclusions ,** is deleted and replaced with the following:

b . (1) Any covered "auto":

(a) Leased to anyone;

(b) Rented to anyone; or

(c) Loaned to anyone, unless the loaned "auto":

i. Is specifically described in ITEM SEVEN - SCHEDULE OF SPECIFICALLY DESCRIBED "AUTOS" on the Auto Dealers Coverage Part Declarations,

ii. Is loaned to one of your customers while that "customer's auto" was left in your care, custody and control for service or repair, or

iii. Is loaned to one of your customers for use during a test drive.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HUMAN TRAFFICKING

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

A. The following exclusion is added to **SECTION I – COVERED AUTOS COVERAGES,** Paragraph **D. Covered Autos Liability Coverage,** sub-paragraph **4. Exclusions; SECTION II – GENERAL LIABILITY COVERAGES**, Paragraph **A. Bodily Injury And Property Damage Liability**, sub-paragraph **2. Exclusions; SECTION II – GENERAL LIABILITY COVERAGES,** Paragraph **B. Personal And Advertising Injury Liability,** sub-paragraph **2. Exclusions** and **SECTION II – GENERAL LIABILITY COVERAGES**, Paragraph **C. Locations And Operations Medical Payments**, sub-paragraph **2. Exclusions** of the Auto Dealers Coverage Form CA 00 25:

Human Trafficking

This insurance does not apply to claims or "suits" arising out of, concerning, or in any way related to any actual, alleged or suspected "human trafficking".

This exclusion applies even if a claim or "suit" concerns or alleges negligent or passive participation in "human trafficking", including but not limited to the failure to detect, investigate, recognize, intervene in, report or prevent "human trafficking"; the failure to maintain policies or procedures concerning the detection, investigation, recognition or prevention of "human trafficking"; the hiring, employment, training, supervision, facilitation or monitoring of any person or persons alleged to have participated in or failed to detect, investigate, recognize or prevent "human trafficking"; or, any conduct, act or omission prohibited by, in violation of, or for which penalties are provided under the Trafficking Victims Protection Act of 2000, as amended, or under any federal, state or local law related to "human trafficking".

This exclusion further applies regardless of whether a claim or "suit" alleges that any insured, including their agents, employees or volunteers, knew or should have known of the actual, alleged or suspected "human trafficking", or benefitted financially or received anything of value from actual, alleged or suspected "human trafficking" or anyone who actually or allegedly engaged in "human trafficking".

B. The following definition is added to **SECTION V - DEFINITIONS** of the CA 00 25:

"Human trafficking" means the detention, recruitment, grooming, transportation, provision, facilitation, obtaining, soliciting, harboring, or use of the labor or services, of a person or persons: 1) by coercion, threat, force, fraud, trick, physical restraint, serious harm or abuse of the legal process; 2) by the threat of any of these actions; or 3) by any scheme, plan or pattern intended to make a person believe that they or any other person would suffer any of these actions if they did not perform or provide the labor or service.

"Human trafficking" includes but is not limited to using the labor or service of a person or persons for: domestic servitude or work in factories and agricultural settings; labor exploitation; forced labor; involuntary servitude; slavery; peonage; debt bondage; migratory smuggling; organ harvesting or donation; marriage; sexual exploitation and sex work, including any allegation that a person is deceived, coerced or forced to take part in any sexual activity, or that they lacked legal capacity to consent to any sexual activity; child soldiers; or, forced criminality or violence of any kind. "Human trafficking" includes the use of the labor or services of a person or persons who lacked the legal capacity to consent to the labor or services, including but not limited to minor persons.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged it is hereby understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs, arising out of:

"Bodily injury", "property damage", "personal injury", "advertising injury", "medical payments", or any other damages because of liability, alleged liability, or occurrence resulting from, caused by, arising out of, or in any way connected with:

The existence of lead, the removal of lead, the testing for lead, or exposure to lead in any form which is or has at any time been present in, on, or near:

1. the insured's premises; or
2. at any location at which the insured is working or has worked in connection with such existence, removal, or testing

Whether or not:

1. caused by, at the instigation of, or with the direct or indirect involvement of the insured, the insured's employees or other persons on the insured's premises or work site; or,
2. whether or not caused by or arising out of the insured's failure to properly supervise or keep the work site in a safe condition.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs arising out of:

1. Asbestos or any asbestos related "bodily injury", or "property damage" or
2. Any alleged act, error, omission, or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination, transportation, disposal or avoidance or
3. The use, exposure, presence, existence, detection, removal, elimination, or avoidance of asbestos in any environment, building or structure.

All other terms and conditions of this policy remain unchanged.

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING OF LIMITS ENDORSEMENT
TWO OR MORE COVERAGE FORMS, COVERAGE PARTS, OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROFESSIONAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILIBTY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
TRUCKERS PHYSICAL DAMAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

If any coverage form or coverage part or policy issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum limit of insurance for liability coverage under all of the coverage forms, coverage parts, or policies shall not exceed the highest applicable limit of insurance available under any one coverage form, coverage part or policy.

This endorsement does not apply to any coverage form, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

All other terms and conditions of this policy remain unchanged.

AUTO DEALERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and include your spouse, if you are an individual. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS COVERAGES

A. Description Of Covered Auto Designation Symbols

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Symbol	Description Of Covered Auto Designation Symbols	
21	Any "Auto"	
22	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-owned "Autos" Used In Your "Auto" Dealership	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your "auto" dealership described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your "auto" dealership.

© Insurance Services Office, Inc., 2011

Insured Copy

30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.
31	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21, 22, 23, 24, 25** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

D. Covered Autos Liability Coverage

1. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

© Insurance Services Office, Inc., 2011

Insured Copy

2. Who Is An Insured

The following are "insureds" for covered "autos":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.

(4) Your customers. However, if a customer of yours:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

© Insurance Services Office, Inc., 2011

Insured Copy

We will not pay anyone more than once for the same elements of loss because of these extensions.

4. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the "insured" would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing the duties related to the conduct of the "insured's" business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(a) Whether the "insured" may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of Covered Autos Liability Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. Fellow Employee

"Bodily injury" to:

(1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(1)** above.

f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

(1) Property owned, rented or occupied by the "insured";

(2) Property loaned to the "insured";

(3) Property held for sale or being transported by the "insured"; or

(4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

g. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

h. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

© Insurance Services Office, Inc., 2011

Insured Copy

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon the covered "auto";

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **(1)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **(2)** and **(3)** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

i. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

j. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

(1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

(2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

k. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

l. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

m. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

n. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

(1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

(2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **n.(2),** does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

© Insurance Services Office, Inc., 2011

o. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

q. Acts, Errors Or Omissions

"Bodily injury" or "property damage" arising out of "acts, errors or omissions".

5. Limit Of Insurance – Covered Autos Liability

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section **II** – General Liability Coverages or Section **III** – Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

E. Garagekeepers Coverage

1. Coverage

a. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations" under:

(1) Comprehensive Coverage

From any cause except:

(a) The "customer's auto's" collision with another object; or

(b) The "customer's auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

(a) Fire, lightning or explosion;

(b) Theft; or

(c) Mischief or vandalism.

(3) Collision Coverage

Caused by:

(a) The "customer's auto's" collision with another object; or

(b) The "customer's auto's" overturn.

b. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

© Insurance Services Office, Inc., 2011

Insured Copy

2. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

a. You.

b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".

c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.

d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

3. Coverage Extensions

The following apply as **Supplementary Payments.** We will pay for the "insured":

a. All expenses we incur.

b. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

4. Exclusions

a. This insurance does not apply to any of the following:

(1) Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

(2) Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

(3) Defective Parts

Defective parts or materials.

(4) Faulty Work

Faulty "work you performed".

b. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".

(2) Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.

(3) Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

(4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) War, including undeclared or civil war;

© Insurance Services Office, Inc., 2011

Insured Copy

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

5. Limit Of Insurance And Deductibles

a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:

(1) Collision; or

(2) With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:

(a) Theft or mischief or vandalism; or

(b) All perils.

b. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

F. Physical Damage Coverage

1. Coverage

a. We will pay for "loss" to a covered "auto" or its equipment under:

(1) Comprehensive Coverage

From any cause except:

(a) The covered "auto's" collision with another object; or

(b) The covered "auto's" overturn.

(2) Specified Causes Of Loss Coverage

Caused by:

(a) Fire, lightning or explosion;

(b) Theft;

(c) Windstorm, hail or earthquake;

(d) Flood;

(e) Mischief or vandalism; or

(f) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

(3) Collision Coverage

Caused by:

(a) The covered "auto's" collision with another object; or

(b) The covered "auto's" overturn.

b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

(1) Glass breakage;

(2) "Loss" caused by hitting a bird or animal; and

(3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

2. Coverage Extension – Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

c. Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

© Insurance Services Office, Inc., 2011

Insured Copy

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

3. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

(1) Nuclear Hazard

(a) The explosion of any weapon employing atomic fission or fusion; or

(b) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for "loss" to any of the following:

(1) Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

(2) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

(3) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

(4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

(5) Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

(6) Any accessories used with the electronic equipment described in Paragraph **(5)** above.

Exclusions **b.(5)** and **b.(6)** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(a) Permanently installed in or upon the covered "auto" ;

(b) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(c) An integral part of the same unit housing any electrical equipment described in Paragraphs **(a)** and **(b)** above; or

(d) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

c. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

(1) Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

(2) Your acquiring an "auto" from a seller who did not have legal title.

d. We will not pay for:

(1) Your expected profit, including loss of market value or resale value.

(2) "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.

(3) Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.

(4) Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

© Insurance Services Office, Inc., 2011

e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

f. Other Exclusions

We will not pay for "loss" due and confined to:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Limits Of Insurance

a. The most we will pay for:

(1) "Loss" to any one covered "auto" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of "loss"; or

(b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(a) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(b) Removable from a permanently installed housing unit as described in Paragraph **(2)(a)** above; or

(c) An integral part of such equipment as described in Paragraphs **(2)(a)** and **(2)(b)** above.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

d. The following provisions also apply:

(1) Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

(2) Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Declarations for the applicable location.

(3) Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

© Insurance Services Office, Inc., 2011

Insured Copy

5. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations, provided that:

a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

(1) Theft or mischief or vandalism; or

(2) All perils.

SECTION II – GENERAL LIABILITY COVERAGES

A. Bodily Injury And Property Damage Liability

1. Coverage

a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident", and resulting from your "auto dealer operations" other than the ownership, maintenance or use of "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

(1) The amount we will pay for damages is limited as described in Paragraph **F.** Limits Of Insurance – General Liability Coverages; and

(2) Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph **A.** Bodily Injury And Property Damage Liability or **B.** Personal And Advertising Injury Liability or medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "accident" occurs in the coverage territory;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no "insured" listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraphs **D.1.** through **D.4.** of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© Insurance Services Office, Inc., 2011

Insured Copy

2. Exclusions

This insurance does not apply to any of the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the "insured" would have in the absence of the contract or agreement.

c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing the duties related to the conduct of the "insured's" business;

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

(3) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(4) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(3)(a), (b)** or **(c)** above are directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(3)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Paragraphs **(1)** and **(2)** of this exclusion do not apply to liability assumed by the "insured" under an "insured contract".

e. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to the "insured";

(3) Property held for sale or being transported by the "insured"; or

(4) Property in the "insured's" care, custody or control.

Paragraphs **(1), (2)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph **F.** Limits Of Insurance – General Liability Coverages.

This exclusion does not apply to liability assumed under a sidetrack agreement.

© Insurance Services Office, Inc., 2011

Insured Copy

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";

(b) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;

(c) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:

(i) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or

(ii) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or

(d) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs **(1)(a)** and **(1)(c)(ii)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph **(1)(a)** does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

Paragraph **(1)(c)(ii)** does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any "insured".

© Insurance Services Office, Inc., 2011

Insured Copy

This exclusion does not apply to:

(1) A watercraft while ashore on premises where you conduct "auto dealer operations";

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge; or

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

h. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

i. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

j. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

(1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

(2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, **j.(2),** does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

k. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

© Insurance Services Office, Inc., 2011

Insured Copy

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

o. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exclusions **c.** through **o.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **F.** Limits Of Insurance – General Liability Coverages.

B. Personal And Advertising Injury Liability

1. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" to which this insurance applies, caused by an offense arising out of your "auto dealer operations", but only if the offense was committed in the coverage territory during the policy period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

a. The amount we will pay for damages is limited as described in Paragraph **F.** Limits Of Insurance – General Liability Coverages; and

b. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph **A.** Bodily Injury And Property Damage Liability or Paragraph **B.** Personal And Advertising Injury Liability or medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

© Insurance Services Office, Inc., 2011

Insured Copy

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "insured".

e. Contractual

"Personal and advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Electronic Chat Rooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

l. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. War

"Personal and advertising injury" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

© Insurance Services Office, Inc., 2011

Insured Copy

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

p. Employment-related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(1)(a), (b)** or **(c)** above are directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(1)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. Acts, Errors Or Omissions

"Personal and advertising injury" arising out of "acts, errors or omissions".

C. Locations And Operations Medical Payments

1. Coverage

a. We will pay medical expenses as described below to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from your "auto dealer operations".

b. We will pay only those expenses incurred for services rendered within one year from the date of the "accident".

c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an "accident";

(2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

This insurance does not apply to "bodily injury":

a. Workers' Compensation

To a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

b. Insured

To any "insured".

c. Hired Person

To a person hired to do work for or on behalf of any "insured" or a tenant of any "insured".

d. Injury On Normally Occupied Premises

To a person injured on that part of the premises you own or rent that the person normally occupies.

e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Injury Away From Auto Dealer Locations

Sustained by a person away from locations owned, maintained or used for your "auto dealer operations".

© Insurance Services Office, Inc., 2011

g. Bodily Injury And Property Damage Liability

Excluded under Paragraph **A.** Bodily Injury And Property Damage Liability.

D. Who Is An Insured

The following are "insureds" for General Liability Coverages:

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations". However, no "employee" is an "insured" for:
   a. "Bodily injury" or "personal and advertising injury":
      (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";
      (2) To the spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(1)** above;
      (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)** or **(2)** above; or
      (4) Arising out of his or her providing or failing to provide professional health care services.
   b. "Property damage" to property:
      (1) Owned, occupied or used by;
      (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", any partner or member (if you are a partnership), or any member (if you are a limited liability company).
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
   b. Coverage does not apply to:
      (1) "Bodily injury" or "property damage" that occurred; or
      (2) "Personal and advertising injury" arising out of an offense committed

      before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

E. Supplementary Payments

With respect to coverage provided under Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability Coverages, we will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

© Insurance Services Office, Inc., 2011

5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

F. Limits Of Insurance – General Liability Coverages

1. Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the:

   a. General Liability Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:

      (1) Damages under Paragraph **A.** Bodily Injury And Property Damage Liability, except damages because of "bodily injury" and "property damage" that are both:

         (a) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and

         (b) Arising out of your "products" or "work you performed";

      (2) Damages under Paragraph **B.** Personal And Advertising Injury Liability; and

      (3) Medical expenses under Paragraph **C.** Locations And Operations Medical Payments.

   b. The Products And Work You Performed Aggregate Liability Limit is the most we will pay under Paragraph **A.** Bodily Injury And Property Damage Liability for "bodily injury" and "property damage" that are both:

      (1) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and

      (2) Arising out of your "products" or "work you performed".

2. Subject to Paragraph **1.a.** above, the Personal And Advertising Injury Liability Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under Paragraph **B.** Personal And Advertising Injury Liability.

3. Subject to Paragraph **1.a.** above, the Locations And Operations Medical Payments Limit is the most we will pay for all medical expenses because of "bodily injury" for each person injured in any one "accident" under Paragraph **C.** Locations And Operations Medical Payments.

4. Subject to Paragraph **1.a.** or **1.b.** above, whichever applies, the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit shown in the Declarations is the most we will pay for the sum of all damages under Paragraph **A.** Bodily Injury And Property Damage Liability resulting from any one "accident".

   Damages payable under any applicable Limits of Insurance for General Liability Coverages are not payable under Section **I** – Covered Autos Coverages or Section **III** – Acts, Errors Or Omissions Liability Coverage.

5. Subject to Paragraph **4.** above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph **A.** Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

6. The Aggregate Limits of Insurance for General Liability Coverages apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance – General Liability Coverages.

7. We will deduct $500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES

A. Coverage

We will pay all sums that an "insured" legally must pay as damages because of any "act, error or omission" of the "insured" to which this insurance applies and arising out of the conduct of your "auto dealer operations", but only if the "act, error or omission" is committed in the coverage territory during the policy period.

© Insurance Services Office, Inc., 2011

Insured Copy

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, error or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

1. The amount we will pay for damages is limited as described in Paragraph **E.** Limits Of Insurance And Deductible; and
2. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **D.** Supplementary Payments.

B. Exclusions

This insurance does not apply to:

1. Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts

Damages arising out of any criminal, fraudulent, malicious, dishonest or intentional "act, error or omission" by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

a. Personally commit;

b. Personally participate in;

c. Personally acquiesce to; or

d. Remain passive after having knowledge of;

any such "act, error or omission".

2. Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

3. Profit Gain

Damages based upon, attributable to or arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not entitled.

4. Contractual

Liability for which the "insured" has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

5. Noncompensatory Damages

Criminal fines or penalties imposed by law or regulation, punitive or exemplary damages or demands for injunctive or equitable relief.

6. Quality Or Performance Of Goods – Failure To Conform To Statements

Damages arising out of the failure of goods, products or services to conform with any statement of quality or performance.

7. Recording And Distribution Of Material Or Information In Violation Of Law

Damages arising directly or indirectly out of any "act, error or omission" that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

8. Discrimination

Damages arising directly or indirectly out of any "act, error or omission" that violates a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

9. Bankruptcy Or Insolvency

Damages arising out of the:

a. Bankruptcy;

b. Financial inability to pay;

c. Insolvency;

d. Liquidation; or

e. Receivership;

of any insurance company, reinsurer or other risk-assuming entity in which the "insured" has placed or obtained insurance for a customer.

© Insurance Services Office, Inc., 2011

Insured Copy

However, this exclusion does not apply if the insurance company, reinsurer or other risk-assuming entity was rated "B+" or higher by A. M. Best Company, Inc. at the time the insurance was placed or obtained.

C. Who Is An Insured

The following are "insureds" for "acts, errors or omissions":

1. You.
2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
   b. Coverage does not apply to "acts, errors or omissions" that were committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

D. Supplementary Payments

With respect to "Acts, Errors Or Omissions" Liability Coverage, we will pay for the "insured":

1. All expenses we incur.
2. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.
4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

E. Limit Of Insurance And Deductible

1. Regardless of the number of:
   a. "Insureds";
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. "Acts, errors or omissions",

   the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "acts, errors or omissions" under Section **III.**
2. Damages payable under the Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage are not payable under any applicable Limits of Insurance under Section **I** – Covered Autos Coverages or Section **II** – General Liability Coverages.
3. Our obligation to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage. The Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage will not be reduced by the amount of this deductible.

   To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

© Insurance Services Office, Inc., 2011

4. The "Acts, Errors Or Omissions" Liability Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the "Acts, Errors Or Omissions" Liability Aggregate Limit.

SECTION IV – CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:

(1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;

(2) What the "act, error or omission" was;

(3) The "insured's" name and address;

(4) To the extent possible, the names and addresses of:

(a) Any injured persons and witnesses; or

(b) Anyone who may suffer damages as a result of an "act, error or omission".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an "act, error or omission" to which this insurance may also apply.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

© Insurance Services Office, Inc., 2011

Insured Copy

b. Under any liability coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. For General Liability and "Acts, Errors Or Omissions" Liability Coverages, this insurance is primary except when **e.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **f.** below.

e. This Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

© Insurance Services Office, Inc., 2011

Insured Copy

(2) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(3) If the "loss" arises out of the maintenance or use of aircraft or watercraft to the extent not subject to Exclusion **g.** of Paragraph **A.** Bodily Injury And Property Damage Liability of Section **II** – General Liability Coverages;

(4) That is specifically written to apply as primary insurance for liability arising out of your "acts, errors or omissions".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

a. "Bodily injury", "property damage" and "losses" occurring;

b. "Personal and advertising injury" offenses and "acts, errors or omissions" committed; and

c. "Covered pollution cost or expense" arising out of "accidents" occurring during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less;

(b) The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the United States of America, its territories or possessions, Puerto Rico or Canada while the "insured" is temporarily outside of one of those places;

(c) The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication; or

(d) The "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada;

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

However, the coverage territory described in Paragraph **(5)** above does not apply to "work you performed".

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada.

© Insurance Services Office, Inc., 2011

Insured Copy

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Act, error or omission" means any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" arising:

1. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations", including, but not limited to, the Truth In Lending and Consumer Leasing Acts;
2. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations";
3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction; and
4. Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations".

C. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

D. "Auto" means a land motor vehicle, "trailer" or semitrailer.

E. "Auto dealer operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership.

F. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

G. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

© Insurance Services Office, Inc., 2011

Insured Copy

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

H. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

I. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

J. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

K. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

L. "Impaired property" means tangible property, other than your "product" or "work you performed", that cannot be used or is less useful because:

1. It incorporates your "product" or "work you performed" that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of your "product" or " work you performed" or your fulfilling the terms of the contract or agreement.

M. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

N. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your "auto" dealership (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. An elevator maintenance agreement; or

7. That part of any contract or agreement entered into, as part of your "auto" dealership, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

© Insurance Services Office, Inc., 2011

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.

c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver.

d. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

O. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

P. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

2. While it is in or on an aircraft, watercraft or "auto"; or

3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

Q. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.

R. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person's right of privacy;

6. The use of another's advertising idea in your "advertisement"; or

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

S. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

T. "Products" includes:

1. The goods or products made or sold in an "auto" dealership by:

a. You; or

b. An "auto" dealership you have acquired; and

2. The providing of or failure to provide warnings or instructions.

U. "Property damage" means damage to or loss of use of tangible property.

V. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury", "property damage", "personal and advertising injury" or "acts, errors or omissions"; or

2. A "covered pollution cost or expense",

to which this insurance applies, are claimed.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

W. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. "Trailer" includes semitrailer.

Y. "Work you performed" includes:

1. Work that someone performed on your behalf; and

2. The providing of or failure to provide warnings or instructions.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Bone's Custom Cycles
Endorsement Effective Date: 08/10/2025

SCHEDULE

Covered Autos Liability Coverage and Paragraph **A.** Bodily Injury And Property Damage Liability of Section **II** – General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	**$** 1,000	**Per "Accident"**
	OR	
"Property Damage" Only Liability Deductible:	**$** 1,000	**Per "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit", we will pay all or any part of any deductible shown in the Schedule. You must reimburse us for the deductible or the part of the deductible we paid.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: **MP0042037000690**

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Bone's Custom Cycles

Endorsement Effective Date: 08/10/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
City of Laredo
1102 Bob Bullock Loop
Laredo, TX 78045
flat and fully earned $50.00

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

Insured Copy

POLICY NUMBER: **MP0042037000690**

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Bone's Custom Cycles

Endorsement Effective Date: 08/10/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Laredo 1102 Bob Bullock Loop, Laredo, TX 78045 flat and fully earned $50.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance and On-demand Delivery Services

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:
   a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.
   b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

© Insurance Services Office, Inc., 2016

Insured Copy

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph **2.** does not apply.

b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph **2.** is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or

b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:

a. With drivers; or

b. With local vendors using drivers;

for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".

2. "Delivery services" includes courier services.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

© Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

 © Insurance Services Office, Inc., 2013

Insured Copy

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

© Insurance Services Office, Inc., 2013

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

© Insurance Services Office, Inc., 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to **Covered Autos Liability Coverage:**

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS COVERAGE FORM – GENERAL LIABILITY COVERAGES – TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Exclusion **2.f. Pollution** of Paragraph **A. Bodily Injury And Property Damage Liability** of **Section II – General Liability Coverages** is replaced by the following:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION – GENERAL LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section II – General Liability Coverages is changed as follows:

A. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **A. Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Fungi Or Bacteria Exclusion

(1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **B. Personal And Advertising Injury Liability:**

This insurance does not apply to:

Fungi Or Bacteria Exclusion

(1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.

C. As used in this endorsement:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR GENERAL LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section II – General Liability Coverages is changed as follows:

A. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **A. Bodily Injury And Property Damage Liability:**

Silica Or Silica-related Dust Exclusion

This insurance does not apply to:

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **B. Personal And Advertising Injury Liability:**

Silica Or Silica-related Dust Exclusion

This insurance does not apply to:

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of,

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO RENTED PREMISES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section II – General Liability Coverages is changed as follows:

A. The last paragraph of **2. Exclusions** under Paragraph **A. Bodily Injury And Property Damage Liability** concerning damage by fire to premises while rented to you or temporarily occupied by you does not apply.

B. The exception to Exclusion **e. Damage To Property** of Paragraph **2. Exclusions** under Paragraph **A. Bodily Injury And Property Damage Liability** concerning "property damage" to premises does not apply.

C. Paragraph **F.5. Limits Of Insurance – General Liability Coverages** does not apply.

D. The reference in the Declarations to the "Damage To Premises Rented To You" Limit does not apply.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LOCATIONS AND OPERATIONS MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **C. Locations And Operations Medical Payments** of **Section II – General Liability Coverages** does not apply and none of the references to it in the Coverage Form, Declarations or any endorsement attached to the Coverage Form apply.

B. The following is added to Paragraph **E. Supplementary Payments** of **Section II – General Liability Coverages:**

6. Expenses incurred by the "insured" for first aid administered to others at the time of an "accident" for "bodily injury" to which this insurance applies.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **B. Personal And Advertising Injury Liability Coverage** of **Section II – General Liability Coverages** does not apply and none of the references to it in the Coverage Form, Declarations or any endorsement attached to the Coverage Form apply.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION FOR GENERAL LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section II – General Liability Coverages is amended as follows:

A. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **A. Bodily Injury And Property Damage Liability:**

This insurance does not apply to any of the following:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **B. Personal And Advertising Injury Liability:**

This insurance does not apply to any of the following:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

© Insurance Services Office, Inc., 2011

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF SPECIFIED ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Bone's Custom Cycles
Endorsement Effective Date: 08/10/2025

SCHEDULE

If indicated in the Schedule below, the "act, error or omission" definition contained in **Section V – Definitions** is changed as follows:

Excluded Coverages:
☐ **A.** Paragraph **1.**, related to truth in lending, does not apply.
☐ **B.** Paragraph **2.**, related to odometer, does not apply.
☐ **C.** Paragraph **3.**, related to insurance agents or brokers, does not apply.
☐ **D.** Paragraph **4.**, related to title, does not apply.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP EXCEPTION FOR GENERAL LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to **Section II – General Liability Coverages:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An "insured"; or

(2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The "bodily injury" or "property damage" occurs;

(2) The "accident" which caused the "bodily injury" or "property damage" takes place; or

(3) The offense which caused the "personal and advertising injury" was committed;

3. "Personal and advertising injury" arising out of the following offenses:

a. False arrest, detention or imprisonment; or

b. The wrongful eviction from, wrongful entry into or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

© Insurance Services Office, Inc., 2019

Insured Copy

C. Additional Definition

As used in this endorsement:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

© Insurance Services Office, Inc., 2019

Insured Copy

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

A. This exclusion is added to the sections as described below:

SECTION II – GENERAL LIABILITY COVERAGES, Paragraph **A. Bodily Injury And Property Damage Liability**, subparagraph **2. Exclusions**; and
SECTION II – GENERAL LIBAILITY COVERAGES, Paragraph **B. Personal And Advertising Injury Liability**, subparagraph **2. Exclusions.**

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:
    a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
    b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph **1.** above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs **1.** and **2.** above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

B. The following is added to **SECTION V – DEFINITIONS:**

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or
2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION FOR GENERAL LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

Section II – General Liability Coverages is changed as follows:

A. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **A. Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to any of the following:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any "insured" or by any other person or entity.

B. The following exclusion is added to Paragraph **2. Exclusions** of Paragraph **B. Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any "insured" or by any other person or entity.

© Insurance Services Office, Inc., 2023

Insured Copy

C. Additional Definitions

As used in this endorsement:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
   a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
   b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
   c. Perfluoropolyethers (PFPE);
   d. Fluorotelomer-based substances; or
   e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

© Insurance Services Office, Inc., 2023

Insured Copy

TEXAS NOTICE TO INSURANCE CLAIMANTS FOR MOTOR VEHICLE REPAIRS

(This form was developed by the Texas Department of Insurance.)

THIS NOTICE IS REQUIRED BY LAW. IT DOES NOT CONSTITUTE AN ADMISSION OF LIABILITY BY THE INSURANCE COMPANY.

REQUIRED NOTICE TO INSURANCE CLAIMANTS FOR MOTOR VEHICLE REPAIRS

By law, you have the right to select where your motor vehicle is repaired and the parts used for repairs. However, an insurance company is not required to pay more than a reasonable amount for such repairs and parts. Your statutory rights regarding motor vehicle repairs are explained in the copy of the Insurance Code §§ 1952.301 to 1952.307, printed on the reverse side of this notice or attached to this notice. If the costs of repairing your vehicle are to be paid under an insurance policy issued by us, the nature of the coverage is stated in more detail in the applicable policy. For detailed information regarding the insurance policy, contact:

NAME OF INSURANCE COMPANY: MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

MAILING ADDRESS: P.O. Box 4030, Scottsdale, AZ 85261-4030

TELEPHONE: 1-866-547-0868

FAX: 1-480-306-8301

E-MAIL OR WEB ADDRESS: www.music-ins.com

For questions about your statutory rights regarding motor vehicle repairs under the Insurance Code §§ 1952.301 to 1952.307, contact the Texas Department of Insurance. You may write to the Consumer Protection Division at P.O. Box 149104, Austin, TX 78714-9104, call 1-800-252-3439, fax 1-512-490-1007, e-mail *ConsumerProtection@tdi.texas.gov*, or visit the Department online at *www.tdi.texas.gov*.

LA LEY REQUIERE ESTE AVISO, PERO NO CONSTITUYE ADMISION DE RESPONSABILIDAD CIVIL DE LA COMPANIA ASEGURADORA.

AVISO OBLIGATORIO A LOS QUE PRESENTAN RECLAMACIONES

PARA REPARACION DE VEHICULO DE MOTOR

Por ley, usted tiene derecho a escoger donde desea que su vehiculo sea reparado y las refacciones que se usen en la reparacion. Sin embargo, la compania aseguradora no esta obligada a pagar mas de la cantidad razonable por las reparaciones y refacciones. Sus derechos por estatuto concernientes a las reparaciones de vehiculo de motor estan descritos en la copia del Codigo de Seguros §§ 1952.301 a 1952.307, impreso al reverse de este aviso o adjunto a este aviso. Si el costo de reparar su vehiculo debe ser pagado bajo una poliza de seguro que nosotros dimos, la naturaleza tecnica de la cobertura es establecida en mas detalle en la poliza aplicable. Para informacion detallada acerca de la poliza de seguro, contacte:

NOMBRE DE LA COMPANIA ASEGURADORA: MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

DIRECCION DE CORREOS: P.O. Box 4030, Scottsdale, AZ 85261-4030

TELEFONO: 1-866-547-0868
FAX: 1-480-306-8301
DIRECCION DE E-MAIL O INTERNET: www.music-ins.com

Para preguntas sobre sus derechos por estatuto respecto a las reparaciones de vehiculo de motor bajo el Codigo de Seguros §§ 1952.301 a 1952.307, comuniquese con el Departamento de Seguros de Texas (Texas Department of Insurance or TDI). Puede escribir a Consumer Protection Division al P.O. Box 149104, Austin, TX 78714-9104, llamar al 1-800-252-3439, enviar fax al 1-512-490-1007, e-mail a *ConsumerProtection@tdi.texas.gov* o visitar el sitio electronico de TDI por internet al *www.tdi.texas.gov*.

TEX.INS.CODE.ANN. § 1952.301

LIMITATION ON PARTS, PRODUCTS, OR REPAIR PERSONS OR FACILITIES PROHIBITED.

(a) Except as provided by rules adopted by the commissioner, under an automobile insurance policy that is delivered, issued for delivery, or renewed in this state, an insurer may not directly or indirectly limit the insurer's coverage under a policy covering damage to a motor vehicle by:

(1) specifying the brand, type, kind, age, vendor, supplier, or condition of parts or products that may be used to repair the vehicle; or

(2) limiting the beneficiary of the policy from selecting a repair person or facility to repair damage to the vehicle.

(b) In settling a liability claim by a third party against an insured for property damage claimed by the third party, an insurer may not require the third-party claimant to have repairs made by a particular repair person or facility or to use a particular brand, type, kind, age, vendor, supplier, or condition of parts or products.

TEX.INS.CODE.ANN. § 1952.302

PROHIBITED ACTS IN CONNECTION WITH REPAIR OF MOTOR VEHICLE.

In connection with the repair of damage to a motor vehicle covered under an automobile insurance policy, an insurer, an employee or agent of an insurer, an insurance adjuster, or an entity that employs an insurance adjuster may not:

(1) solicit or accept a referral fee or gratuity in exchange for referring a beneficiary or third-party claimant to a repair person or facility to repair the damage;

(2) state or suggest, either orally or in writing, to a beneficiary that the beneficiary must use a specific repair person or facility or a repair person or facility identified on a preferred list compiled by an insurer for the damage repair or parts replacement to be covered by the policy; or

(3) restrict the right of a beneficiary or third-party claimant to choose a repair person or facility by requiring the beneficiary or third-party claimant to travel an unreasonable distance to repair the damage.

TEX.INS.CODE.ANN. § 1952.303

CONTRACTS BETWEEN INSURER AND REPAIR PERSON OR FACILITY.

(a) A contract between an insurer and a repair person or facility, including an agreement under which the repair person or facility agrees to extend discounts for parts or labor to the insurer in exchange for referrals by the insurer, may not result in a reduction of coverage under an insured's automobile insurance policy.

(b) The commissioner may adopt rules under Chapter 542 with respect to any fraudulent activity of any party to an agreement described by Subsection (a).

TEX.INS.CODE.ANN. § 1952.304

PROVISION OF INFORMATION REGARDING REPAIRS.

An insurer may not prohibit a repair person or facility from providing a beneficiary or third-party claimant with information that states:

(1) the description, manufacturer, or source of the parts used; and

(2) the amounts charged to the insurer for the parts and related labor.

TEX.INS.CODE.ANN. § 1952.305

NOTICE OF RIGHTS REGARDING REPAIR OF MOTOR VEHICLE.

(a) At the time a motor vehicle is presented to an insurer, an insurance adjuster, or other person in connection with a claim for damage repair, the insurer, insurance adjuster, or other person shall provide to the beneficiary or third-party claimant notice of the provisions of this subchapter.

(b) The commissioner shall adopt a rule establishing the method or methods insurers must use to comply with the notice provisions of this section.

TEX.INS.CODE.ANN. § 1952.306

COMPLAINTS.

A beneficiary, third-party claimant, or repair person or facility may submit a written, documented complaint to the department with respect to an alleged violation of this subchapter.

TEX.INS.CODE.ANN. § 1952.307

RULES.

Rules adopted by the commissioner to implement this subchapter must include requirements that:

(1) any limitation described by Section 1952.301(a) be clearly and prominently displayed on the face of the insurance policy or certificate in lieu of an insurance policy; and

(2) the insured give written consent to a limitation described by Section 1952.301(a) after the insured is notified orally and in writing of the limitation at the time the insurance policy is purchased.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 51.**

SUBJECT
Consideration to renew contract FY24-061 with Arguindegui Oil, Laredo, Texas, in an annual amount up to $5,600,000.00 and $11,200,000.00 for the remainder of the contract term for the purchase of unleaded and diesel fuel for the City's automotive fleet. Contract unit price will be determined by the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The term of this contract shall be for a period of one year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. The contract may be extended for two additional one-year periods, each upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
Approved a two-year contract on 5/6/24.

BACKGROUND
This contract establishes pricing for the purchase of unleaded and diesel fuel for the City's automotive fleet. During the contract period, the unit prices will be determined by adding the unit price to the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The weekly price shall be the OPIS Low Rack price for the Laredo area, plus the fixed price differential rate. The OPIS index is an average of the delivered, terminal price in cents per gallon, excluding all taxes for the Laredo area. This format allows for price changes based on an independent industry publication. This contract is based on the estimated usage of 900,000 gallons of unleaded fuel and 920,000 gallons of diesel fuel, 55,000 gallons of red diesel fuel, and 45,000 gallons of diesel exhaust fuel. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the first of three, additional one (1) year periods. This contract shall be the responsibility of and managed between the vendor and City of Laredo Fleet Department.

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2026.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2815-533-2070. 593-2820-533-2070

593-2825-533-2070

Change Order: Exceeds 25% Y/N: No.

FINANCIAL IMPACT:

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

All user departments are charged the actual usage on a monthly basis.

City of Laredo
Purchasing Division

RENEWAL NOTICE

May 8, 2026

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

Re: FY24-061 Automotive Fuel – Fleet Department
Extension I

Dear Mr. Lopez,

This is to inform you that the contract FY24-061 which was approved by City Council on May 6, 2024 is up for renewal. This is the first of three (1) year extension periods. Please advise if you wish to renew this contract.

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

Sincerely,

Jaime B. Zapata
Purchasing Agent

Xc: Purchasing File

Arguindegui Oil Co.

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

Authorized Signature: _____

Print Name: Jose H. Lopez II

Date: 05/08/26

City of Laredo
Purchasing Division

LETTER OF AWARD

May 7, 2024

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

Re: FY24-061 Automotive Fuel – Fleet Department
Approved by City Council on May 6, 2024

Dear Mr. Lopez,

This is to inform you that the contract FY24-061 was approved by City Council on May 6, 2024. The term of this contract shall be for a period of two years. This contract has three (1) year extension periods. As a reminder compliance with the contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to ealdape@ci.laredo.tx.us.If there are any questions regarding this authorization, please feel free to call me at (956) 794-1733.

Sincerely,

Enrique Aldape III
Interim Purchasing Agent

Xc: Purchasing File

City of Laredo

City Council

Meeting Date: 5/6/2024 **Consent Agenda 38.**

SUBJECT
Consideration to award contract FY24-061 to the bidder Arguindegui Oil, Laredo, Texas, in an annual amount up to $5,600,000.00 for the purchase of unleaded and diesel fuel for the City's automotive fleet. Contract unit price will be determined by the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The term of this contract shall be for a period of two years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. The contract may be extended for three more, additional one-year periods, each upon mutual agreement of the parties. Funding is available in the Fleet Management Fund.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The City received six (6) bids through Cit-E-Bid for the purchase of unleaded and diesel fuel for the City's automotive fleet. During the contract period, the unit prices will be determined by adding the unit price to the daily published Oil Price Information Service (OPIS) index made up of the composite posted prices in the Laredo area. The weekly price shall be the OPIS Low Rack price for the Laredo area, plus the fixed price differential rate. The OPIS index is an average of the delivered, terminal price in cents per gallon, excluding all taxes for the Laredo area. This format allows for price changes based on an independent industry publication. This contract is based on the estimated usage of 900,000 gallons of unleaded fuel and 920,000 gallons of diesel fuel, 55,000 gallons of red diesel fuel, and 45,000 gallons of diesel exhaust fuel. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. This contract shall be the responsibility of and managed between the vendor and City of Laredo Fleet Department.

In determining Best Value for the City of Laredo, the following factors were considered by the Fleet Department, in accordance with the corresponding points, in evaluating the bids:

Evaluation Criteria:	
Contractor's Profile & Qualifications	20
Support Letter	5
The bidder's past relationship with the City	25
Pricing & Discount	50
Total	100

Vendor	Evaluation Scores
Arguindegui Oil	94.3

Sun Coast Resources	80.0
Indigo Energy	72.3
Petroleum Trader	68.5
Saratoga Rack Marketing	64.8
Sunoco LLC.	59.8

Attached documentation: Bid Tabulation, Correction Memo, PowerPoint, and Average Scored Evaluation.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff is recommending that this contract be approved.

Fiscal Impact

Fiscal Year:	2024.
Budgeted Y/N?:	Yes.
Source of Funds:	Fleet Management Fund.
Account #:	593-2810-533-2070.
Change Order: Exceeds 25% Y/N:	No.

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

All user departments are charged the actual usage on a monthly basis.

Automotive Fuel Contract	Arguindegui Oil	Sunoco LLC	Petroleum Trader
Evaluator#1	95.00	55.00	65.00
Evaluator#2	94.00	50.00	57.00
Evaluator#3	100.00	94.00	92.00
Evaluator#4	88.00	40.00	60.00
Average & Final Scores	**94.3**	**59.8**	**68.5**

Automotive Fuel Contract	Sun Coast Resources	Indigo Energy	Saratoga Rack Marketing
Evaluator#1	85.00	80.00	60.00
Evaluator#2	66.00	64.00	58.00
Evaluator#3	96.00	90.00	88.00
Evaluator#4	73.00	55.00	53.00
Average & Final Scores	**80.0**	**72.3**	**64.8**

FY24-061
Arguindegui Oil Co. II, Ltd
Supplier Response

Event Information

Number: FY24-061
Title: FY24-061 Automotive Fuel - Fleet Department
Type: Request For Proposal
Issue Date: 3/20/2024
Deadline: 4/15/2024 05:00 PM (CT)

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

Arguindegui Oil Co. II, Ltd Information

Contact: Beto Lopez
Address: 6551 Star Ct
Laredo, TX 78041
Phone: (956) 722-5251
Fax: (956) 727-7636
Toll Free: (800) 722-5251
Email: beto.lopez@argpetro.com

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

Jose H Lopez
Signature

beto.lopez@argpetro.com
Email

Submitted at 4/15/2024 10:31:26 AM (CT)

Response Attachments

Valero Letter.pdf

Supplier Support Letter

Arguindegui Oil Comfort Letter 2024.pdf

Arguindegui Oil Company Overview Letter

Taxes and Fees.pdf

Taxes and Fees

City of Laredo submitted 04152024 (2).pdf

FY24-061 Fuel Contract

Bid Attributes

1	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised

2 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:

Staring 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	**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 ".
4	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Arguindegui Oil Co. II, Ltd, Beto Lopez, 956-722-5251 ext 46
5	**State how long under has the business been in its present business name** 82 years
6	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
7	**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.
8	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1.No 2.No 3.No 4.No 5.No
9	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1.No 2.No 3.No
10	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

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

14	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
15	**This is a** New Submission
16	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Beto Lopez
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department A) FY24-061 Automotive Fuel B)Fleet Department
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Arguindegui Oil Co. II, Ltd
19	**Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
20	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
21	**Question 5. List any individuals or entitites that will be subcontractors on this contract** Not Applicable
22	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
24	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*

25 **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)

Not Applicable

26 **Question 7. Disclosure of policitcal contributions**

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

No response

27 **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.

28 **Question 8. Disclouse of Conflict of Interest**

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

I am not aware of any conflict of interest

29 **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.

No response

30 **Question 9. Updates Required**

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

☑ I have read and understand this section

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from 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 shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date 1) Beto Lopez 2)Credit/Pricing Manager 3)Arguindegui Oil Co. II, Ltd 4) April 1, 2024
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct
35	**Company Information Questionnaire** ☑ I have completed this section
36	**Conflict of Interest Questionnaire** ☑ I have completed this section
37	**Non-Collusive Affidavit** ☑ I have completed and included this form
38	**Discretionary Contracts Disclosure** ☑ I have completed this section

39 **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:

Staring 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

40 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence 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) 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.
(e) 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.
(f) 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.
(g) 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.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements

41 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until

they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

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

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

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

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. 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 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 Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

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

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

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

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

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

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

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

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

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

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract

with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.
5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.
7.0 CLARIFICATION AND PROTEST PROCEDURE
(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041ealdape@ci.laredo.tx.us . Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.
8.0 VENDOR DISCOUNTS
(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.
9.0 INTENT OF CONTRACT
(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.
Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."
If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect

to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. 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)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (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, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

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

42 Ordinace 2018-O-175

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

No response

43	**Overview of Company as per 31.0** Information shall be uploaded on Cit-E-Bid. **(20 Points)** ☑ Yes
44	**Support Letter as per 32.0** Information shall be uploaded on Cit-E-Bid. **(5 Points)** ☑ Yes
45	**The bidder's past relationship with the City of Laredo - Prior Contracts as per 33.0** This information shall be uploaded on Cit-E-Bid. **(25 Points)** ☑ Yes
46	**Required State or Federal Taxes** This information shall be uploaded on Cit-E-Bid. ☑ Yes
47	**Bidder to state brand or trade names of gasoline offered in this bid.** This information shall be uploaded on Cit-E-Bid. ☑ Yes
48	**Federal Super Fund Charges or Environmental Loading Fee Schedule** This information shall be uploaded on Cit-E-Bid. ☑ Yes

Bid Lines

1 **Package Header**

Section IV: Bid Price Schedule
An evaluation of the pricing to the City of Laredo - Weighted Evaluation Score (50 Points)

*** Vendor must bid on all items section in order to be considered for an award of contract***

*******When bidding 1.1 to 1.6 fill either profit or discount*******

Quantity: 1 UOM: EA Total: $5,176,075.19

Item Notes:

Package Items

1.1 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Discount from OPIS Average Rack Composite

Quantity: 1 UOM: Price/Gallon Price: $0.0225 Total: $0.02

1.2 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: $0.00 Total: $0.00

1.3 Transport Load
(No. 2, Ultra Low Sulfur Diesel)

Discount from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: $0.0795 Total: $0.08

1.4 Transport Load
(No. 2, Ultra Low Sulfur Diesel)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: $0.00 Total: $0.00

1.5 Tank Wagon Load
(Ultra Low Sulfur Red Diesel)

Discount from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: $0.00 Total: $0.00

1.6 Tank Wagon Load
(Ultra Low Sulfur Red Diesel)

Profit from OPIS Average Rack Component

Quantity: 1 UOM: Price/Gallon Price: $0.0898 Total: $0.09

1.7 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Average rack price for 9/1/20

Quantity: 900000 UOM: OPIS Average Rack Price/Gallon Price: $1.4213 Total: $1,279,170.00

1.8 Transport Load
(Unleaded Gasoline w/10% Ethanol)

Quantity: 900000 UOM: Bid Price/Gallon Price: $1.3988 Total: $1,258,920.00

1.9 Transport Load
No. 2 Ultra Low Sulfur Diesel

Average rack price for 9/1/20

Quantity: 920000 UOM: OPIS Average Rack Price/Gallon Price: $1.3457 Total: $1,238,044.00

1.10 Transport Load
No. 2 Ultra Low Sulfur Diesel

Quantity: 920000 UOM: Bid Price/Gallon Price: $1.2662 Total: $1,164,904.00

1.11 Tank Wagon Load
Ultra Low Sulfur Diesel

Average rack price for 9/1/20

Quantity: 55000 UOM: OPIS Average Rack Price/Gallon Price: $1.3268 Total: $72,974.00

1.12 Tank Wagon Load
Ultra Low Sulfur Diesel

Quantity: 55000 UOM: Bid Price/Gallon Price: $1.4166 Total: $77,913.00

1.13 Bulk Diesel Exhaust Fluid
(Not subject to OPIS Pricing)

Quantity: 45000 UOM: Bid Price/Gallon Price: $1.87 Total: $84,150.00

Response Total: $5,176,075.19

VALERO

This letter is to notify you that if awarded, Valero will be supplying Arguindegui Oil the required products listed on the City of Laredo bid document FY24-061. The NuStar Laredo Terminal will be the supply point.

Sincerely,

Cheri L McDougle
Unbranded/Branded
Sales Rep – South Texas

Valero Marketing and Supply Company
Post Office Box 696000 • San Antonio, Texas 78269-6000 • Telephone (210) 345-2000

ARGUINDEGUI OIL COMPANY II, LTD.

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

Proposal FY24-061 Automotive Fuel-Fleet Department

COMPANY OVERVIEW

Arguindegui Oil Company has a rich 82-year history and a bright future as South Texas' premier distributor of Fuels, Lubricants, and Chemicals.

Arguindegui Oil Company, founded in August 1942 by Peter Arguindegui Sr., began as a Commission Agent for Continental Oil Co. serving customers in the South Texas area. He grew the business successfully and was joined by his sons Peter Jr. and Charlie, during the mid-fifties. In April 1970 the business began operating as an independent jobber and as a closely held Texas corporation. Arguindegui Oil fast became a top tier supplier to the construction, and the oil and gas companies of South Texas. By the mid-seventies, the company was a recognized distributor of quality lubricants and fuels.

Arguindegui began operating service stations in surrounding communities as well as in Laredo, Texas. By the early 1980's, the company expanded into convenience store marketing by building new stores and converting existing service stations into convenience stores. The nineties brought an era of growth and stability for the company as it began its transition to the third generation of Arguindegui leadership.

Today, the Company has evolved into a premier fuels, lubricant, and chemical distributorship headed by the third generation of Arguindegui' s, Alfonso and Charlie Jr. The company operations include an unattended fueling site, seven bulk warehouse operations located at Laredo, Edinburg, Corpus Christi, Port Isabel, San Antonio, Waxahachie, and Odessa Texas.

The company's mission is continued growth/expansion as it continues to be the leading regional distributorship in retail and wholesale fuels, lubricants, and chemicals. Management and staff are committed to serve our retail/wholesale customers throughout our area of operations.

PAYMENT TERMS

30 days from date of delivery

ELECTRONIC BILLING

Available upon request

Invoices are generated on the same day as delivery

The individuals that will handle the Transit Department account are as follows:

Beto Lopez – Account Management
(Rocio Gamez-Assistant to account manager)

Jaime Fuentes – Customer Service Management

Mary Lou Maciel – Billing inquiries

CUSTOMER SERVICE REPRESENTATIVE OVERVIEW

Arguindegui Oil Company's Customer Service Department is staffed with experienced individuals with over 30 years of combined customer service experience. We are poised to react to ever changing market conditions on a 24/7/365 basis with a strong Customer Service group always on hand to take orders and dispatch maintenance crews.

Past business with the City of Laredo/Transit Management Inc

As of February 23, 2022, Arguindegui Oil Company has served the City of Laredo as the fuel vendor for the Transit Department. On August 22, 2003, Arguindegui Oil Company was awarded the Transit Department's Engine Oil and Transmission Fluid bid. Arguindegui Oil Company looks forward to the prospect of continuing its service to the City of Laredo under this new proposal.

References

Webb County-Annual contract for Fuel & Lubricants 2022-05
Jose Angel Lopez, III-Webb County Purchasing Agent (956) 523-4125

United ISD
Elizabeth Conde-Procurement Officer (956) 473-7919

Laredo ISD-Bulk Fuel & Fuel Related Products & Services
Hector Mejia-Procurement Direct (956) 273-1080

Signature _____ Date 4/12/24

State & Federal Gasoline & Diesel Taxes

GASOLINE TAXES	
State Tax	$0.20000
Federal Oil Spill	$0.00193
Federal Lust Fee	$0.00100
Federal Hazardous Substance Super Fund	$0.00364
Total	**$0.20657**

0002ULS; 0002ULSLE

Clear Diesel (ULSD) On-road	
State Diesel Fuel Tax	$0.20000
Federal Oil Spill	$0.00214
Federal Lust Fee	$0.00100
Federal Hazardous Substance Super Fund	$0.00405
Total	**$0.20719**

0002ULSDD; 0002ULSDDLE

Diesel Red (HS) off-road	
Federal Oil Spill	$0.00214
Federal Lust Fee	$0.00100
Federal Hazardous Substance Super Fund	$0.00405
Total	**$0.00719**

State Loading Fee:

Gallons	Price
1-2500	$ 1.70
2501-5000	$ 3.45
5001-8000	$ 5.45
8001-10000	$ 6.95

Terms and Conditions Request for Proposals

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

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

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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

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

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

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

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

(d) Proposed delivery time must be shown and shall include business days.

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

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

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

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

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

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

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

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

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

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

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

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

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

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

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:

CITY OF LAREDO INTERIM PURCHASING AGENT
Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
ealdape@ci.laredo.tx.us

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

8.0 VENDOR DISCOUNTS

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

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

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

Definition of the 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 are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

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

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

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

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

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

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

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

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

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

(a) Commercial General Liability insurance at a 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 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 a 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 place 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, the 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 before 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. The 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 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, the 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 awarding the contract.

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

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

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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

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

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

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

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

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

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

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

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

Request for Proposal
Automotive Fuel
Fleet Department

15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a two-year contract for the purchase of automotive fuel for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, April 3, 2024 before 2:00 P.M.

16.0 General Conditions:

16.1 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.

16.2 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.

17.0 Insurance Requirements

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Refer to 12.0.

18.0 Temperature adjustment

The contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the City using 60 F as normal temperature reading. Such corrections and adjustment will be shown on invoice billing to the City of Laredo.

19.0 Test methods

Deliveries of gasoline under this contract are subject to test to insure compliance with these specifications. All tests shall be made as per method used by the American Society of Testing Materials, unless otherwise specified. When test analysis shows gasoline meeting specifications, the City of Laredo will pay for said test; when test analysis shows gasoline does not meet specifications, contractor will pay for said test.

20.0 Annual requirements

Gasoline Type/Grade	Approximate Quantities/Delivery	Approximate Annual Requirements
City of Laredo		
Unleaded, 87 Octane w/10% Ethanol	4,000 - 10,000 Gallons	900000 Gallons
No. 2 Diesel, (**Ultra** Low Sulfur, 0.05%)	4,000 - 10,000 Gallons	920000 Gallons
No. 2 Diesel, (**Ultra** Low Sulfur, 0.05%) Dyed Red	250 - 4,000 Gallons	55,000 Gallons
Bulk Diesel Exhaust Fluid (not subject to OPIS Pricing)	250-500	45000 Gallons

21.0 Bid Price Format

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in the **Laredo** area of those companies published in the **daily** publication of Oil Price Information Service (OPIS). The fuel price will be determined using a cost-plus format. The base price shall be the ***OPIS average rack price*** for the Laredo area (Diesel No.2 Ultra Low Sulfur, and Unleaded w/10% Ethanol). The base price bid of the vendor will remain fixed during the contract period. The contract price shall be F.O.B. destination and shall **exclude** all federal and state taxes. All applicable taxes will be identified separately.

For the purpose of considering the low bidder, the price shall be the ***OPIS average rack*** daily price for the **Laredo area dated Tuesday, September 1, 2020**, plus the fixed price differential bid by the successful bidder.

Example:

City of Laredo	*Price/Gal.*	
Transport Load - Unleaded Gasoline w/10% Ethanol	$0.10	Discount or Profit from OPIS Average Composite
Transport Load No. 2, Ultra Low Sulfur Diesel	$0.10	Discount or Profit from OPIS Average Composite
Tank Wagon Load, Ultra Low Sulfur Red Diesel	$0.10	Discount or Profit from OPIS Average Composite

22.0 Delivery

Contractor may be required to make delivery of gasoline on weekends or holidays and outside of normal working hours. Most deliveries will be routinely scheduled however, contractor must be capable of making delivery within 24 hours notice.

22.1 Fleet Maintenance Orders Only: Fuel loads must be delivered from 8:00 A.M. to 12:00 P.M. Fuel loads will not be accepted during afternoon hours. No weekend deliveries will be required by the Fleet Maintenance Division.

22.2 Delivery Locations

22.2.1 Transport Loads:

22.2.1.1 Public Works Compound 5512 Thomas Ave.

22.2.1.1.1 Tank #1&2 unleaded tanks 10,000 gallons per tank.

22.2.1.1.2 Tank #3 Ultra Low Sulfur Diesel 12,000 gallons.

22.2.1.1.3 Tank #4 Bulk Diesel Exhaust Fluid 1000 gallons.

22.2.1.2 City of Laredo Landfill 6912 Hwy. 359.

22.2.1.2.1 Tank #1 Ultra Low Sulfur Diesel 10,000 gallons.

22.2.1.2.2 Tank #2 Bulk Diesel Exhaust Fluid 1,000 gallons.

22.2.2 Tank Wagon Loads:

22.2.2.1 City of Laredo Landfill 6912 Hwy. 359: 2,500 gallon tank.

22.2.2.2 Southside Wastewater Treatment Plant 319 Riverfront: 2,500 gallon tank.

22.2.2.3 Fire Department Training Facility Mines Road: 2,500 gallon tank.

23.0 Price

Price will be for loads delivered F.O.B. any City storage tank as directed by the City's Purchasing Department and the Fleet Maintenance Division.

23.1 Vendor must provide a letter of support from a Refiner(s) stating that the volumes for this contract have been secured with a "bid backing" letter for the set terms. The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract. Consideration will be given to those that have such support from the Laredo Rack Terminal.

23.2 Vendor shall include freight and delivery charges in the bid pricing.

23.3 Federal Super Fund Charges or Environmental Loading Fees, federal and state taxes shall be identified separately. Federal and State Taxes shall be identified separately.

24.0 Fuel specifications

Product Number Basis			Unleaded Fuel 87.0 (R+M)/2 w/10% Ethanol					
Volatility Specifications			Distillation % Evaporated					
Month	RVP Max.	T(v/l) Min.	10% Max.	50% Min.	50% Max.	90% Max.	EP Max.	Driveability Index (DI)
January	14.5[2]		131	150	235	365	437	1220
February	14.5[2]		131	150	235	365	437	1220
March	14.5[2]		131	150	235	365	437	1220
April	12.5[2]		140	150	240	365	437	1230
May	7.8		158	150	250	374	437	1240
June	7.8		158	150	250	374	437	1240
July	7.8		158	150	250	374	437	1240
August	7.8		158	150	250	374	437	1240
September 1-15	7.8		158	150	250	374	437	1240
September 16-30	7.8		158	150	250	374	437	1240
October	12.5[2]		140	150	240	365	437	1230
November	14.5[2]		131	150	235	365	437	1220
December	14.5[2]		131	150	236	365	437	1220

NOTE 1: V/L spec is waived in Texas for ethanol blended gasolines

NOTE 2: RVP spec includes the EPA 1.0 psi waiver for ethanol blended gasolines

OCTANE SPECIFICATIONS

	R+m/2	RON	MON
Including 10% denatured ethanol			
ULR	87.0	Report	Report
ULP	93.0	Report	Report

ALL Grades, Cleanliness, Composition and Stability SPECIFICATIONS (as per current 40CFR80 requirement)

Regulatory Parameters (NEAT CBOB)	Limit	Method	Other Parameters	Limit	Method
Aromatics	Report	EPA-GC.MS	Oxidation Stability, Min	240	ASTM D525
Olefins, Vol.%	Report	ASTM D1319-xx	Phosphorus, g/gal., Max	0.003	ASTM D3231
Benzene, Wt.%, Max	4.90	ASTM D3606-xx	Lead, g/gal., Max	0.010	ASTM D3237
Oxygen, Wt.% Max. (MTBE, EtOH)	Report by Type	GC-OFID (EPA)	Copper Corrosion, Max	1	ASTM D130
Sulfur, Wt. PPM, Max.	80	D-2622 Correlated	Doctor	Negative	ASTM D484
Distillation, E200 (%Evap@200F)	Report	ASTM D86-xx	Mercapton Sulfur	20 ppm(4)	ASTM D3227
Distillation, E300 (%Evap@300F)	Report	ASTM D86-xx	Color	Undyed	Visual
Oxygenates. Wt.%	0.05	ASTM D4815	Gum, mg/dL., Max	4	ASTM D381
Mercaptan Sulfur, Wt.%	Neg Doctor or .002	ASTM D3227	Silver Corrosion, Max	1	ASTM 4814
			NACE Corrosion		B+ TMO172
			Homogeneity		Pass 0.6 delta level max
			Workmanship		Pass in house SOP ASTM 4176-04e1 Proc. 1 modified for gasoline

Product Number Basis			**Ultra Low Sulfur Diesel Fuel**
Specification	Unit	Limit	Test Procedure
Appearance			
Water & Sediment	Vol %	0.05 Max	D 2709
Color	Number	3.0 Max	D1500
Haze Rating	Rating	2 Max	D4176
Composition			
Carbon Residue(Ramsbottom)	Wt %	0.35 Max	D 524, D189
Volatility			
90%	Deg F	540 Min	D 86
	Deg F	640 Min	D86
Flash Point	Deg F	125 Min (1)	D93
Gravity	API	30 Min	D 287, D 4052
Fluidity			
Pour Point	Deg F	See Season	D 97
Cloud Point	Deg F	Table	D 2500
Viscosity@104F	CSt	See Season	D 445
	CSt	Table	D 445
		1.9 Min	
Lubricity, SLBOCLE	Grams	4.1 Max	D 6078
Lubricity, HFRR	mm	3100 Min	D 6079
		.45	
Combustion			
Celane Index or Celane Number (3,4)	Number	40.0 Min	D 976, D 613
Corrosion			
Copper Strip. 3 hr @50 deg C	Number	3 Max (2)	D 130
Aromatics (4)	Vol %	35 Max	D 1319
Contaminants			
Total Sulfur	PPM	30 Max	D 2622, D 4294
Water & Sediment	Vol %	0.05 Max	D 1796

Ash	Wt %	0.01 Max	D 482
Additives Celane Improver Dye	Lb/MBbl	675 Max Undyed	

Product Number Basis			Ultra Low Sulfur Dyed Red Diesel Fuel		
Test	Method	Test Results	Min.	Max.	UOM
Cloud Point	D5771	5.0		20.0	DEG F
IBP	D-86	359.6	RPT		DEG F
5% POINT	D-86	403.3	RPT		DEG F
10% POINT	D-86	427.1	RPT		DEG F
20% POINT	D-86	453.9	RPT		DEG F
30% POINT	D-86	476.8	RPT		DEG F
40% POINT	D-86	497.8	RPT		DEG F
50% POINT	D-86	517.1	RPT		DEG F
60% POINT	D-86	537.6	RPT		UOM
70% POINT	D-86	559.2	RPT		DEG F
80% POINT	D-86	584.8	RPT		DEG F
90% POINT	D-86	622.9	540.0	640.0	DEG F
95% POINT	D-86	659.5	RPT		DEG F
END PONT	D-86	673.5		690.0	DEG F
LOSS	D-86	3.0	RPT		VOL %
RECOVERY	D-86	97.0	RPT		VOL %
RESIDUE	D-86	0.00	RPT		% RESIDUE
API GRAVITY @60 F	D4062	34.58	30.0		DEG API
BS&W		0.00		0.05	VOL %
H2O CONCENTRATION		0.00		0.05	VOL %
VISCOCITY @40C	D445	2.9	1.9	4.1	cSt @ 40C
CARBON RESIDUE	D189	0.002		0.350	WT% RESIDUE
CORROSION	D849	1a	RPT		NONE
POUR POINT	D97	0.0		10.0	DEG F
BLOTTER RATING		1		7	NONE
HAZE RATING		2		2	NONE
ACID NUMBER	D974	0.0047		0.0300	NONE
SULFUR	D4045	3.2000		10.0000	PPM
HFRR	D6079	592		520.0	Micrometer
PENSKE-MARTIN FLASH	D93	152.0	125.0		DEG F
CETANE INDEX B	D4737 Cetane	45.3	40.0		INDEX
LRVV-37 662					

Season Table:

Month	Product Code	Pour point	Cloud Point
Jan, Feb, Nov.	WI	0 max (5)	14 max (5)
Dec. Mar, Oct	SU	15 max	24 max

25.0 Payment and Invoicing

25.1 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.

25.2 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.

25.3 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Fleet 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.

26.0 No Obligation
This RFP in no manner obligates the City of Laredo or any of its agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

27.0 Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.

28.0 Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

29.0 Evaluation Process
An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In evaluating the responses the following predetermined criteria shall be considered:

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

31.0 <u>Section I: Overview of Company (upload onto Cit-E-Bid) 20Points</u>
It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

31.1 Provide an overview of your company (years in service, number of employees, etc.).
See uploaded letter

31.2 List of specialized equipment which will be used to comply with this contract obligation.
See uploaded letter

32.0 **Section II: Support Letter (upload onto Cit-E-Bid)- 5 Points** The prospective contractor must provide a supplier letterhead documenting the support for set volumes and signed by a responsible supplier agent stating that support has been granted, if awarded, for this contract. Consideration will be given to those that have such support from the Laredo Rack Terminal.

See uploaded letter

33.0 **Section III: The bidder's past relationship with the City of Laredo (upload onto Cit-E-Bid) 25 Points –** Prior Contracts.

Prior Contracts:

See uploaded letter

34.0 **Section IV Price Schedule**---Pricing **(50 Points)**: An evaluation of the pricing to the City of Laredo. 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.

34.1.1 Bid Schedule

City of Laredo	*Price/Gal.*	
Transport Load Unleaded Gasoline w/10% Ethanol	$ .0225	(Discount) or Profit from OPIS Average Rack Composite
Transport Load No. 2, Ultra Low Sulfur Diesel	$ .0795	(Discount) or Profit from OPIS Average Rack Composite
Tank Wagon Load, Ultra Low Sulfur Red Diesel	$ .0898	Discount or (Profit) from OPIS Average composite

City of Laredo	OPIS average rack price For 09/1/20	Bid Price/ Gal.	Total Price/Gal For 09/1/20	Estimated Yearly Qty.	Bid Determination Total
Transport Load Unleaded Gasoline w/10% Ethanol	$0. 1.4213	$ -.0225	$ 1.3988	900,000 gallons	$ 1,258,920.00
Transport Load No. 2, Ultra Low Sulfur Diesel	$0. 1.3457	$ -.0795	$ 1.2662	920000 gallons	$ 1,164,904.00
Tank Wagon Load, Ultra Low Sulfur Red Diesel	$0. 1.3268	$ +.0898	$ 1.4166	55000 gallons	$ 77,913.00
Bulk Diesel Exhaust Fluid (not subject to OPIS Pricing)		$ 1.87	1.87	45000 gallons	$ 84,150.00
*Vendor must bid on all items in this section to be considered for an award of contract					$ 2,585,887.00

Bidder to state brand or trade names of gasoline offered in this bid **(upload onto Cit-E-Bid)**

Valero unbranded

*****Make sure to circle either discount or profit on the price per gallon for each item.***

Required State or Federal Taxes Submitted online **(upload onto Cit-E-Bid)**

Federal Super Fund Charges or Environmental Loading Fee Schedule **(upload onto Cit-E-Bid)**

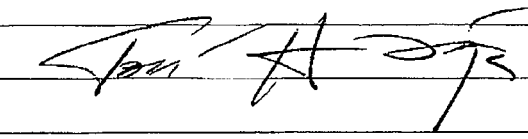
Federal Hazardous Substance SuperFund .00405

Company Name: Arguindegui Oil Co. II, Ltd

Owner/President Name: Alfonso Arguindegui

Company Address: 6551 Star Court

City, State, Zip Code: Laredo, TX 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Beto Lopez

35.0 Selection Process

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant, firms may be required to make a formal public presentation before the selection committee.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

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

Section	Criteria	Max Points
I	Contractor's Profile & Qualifications (31.0)	20
II	Support Letter (32.0)	5
III	The bidder's past relationship with the City of Laredo – Prior Contracts (33.0)	25
IV	Pricing & Discount (34.0)	50
	Total	100

Percentage Rating for point Method

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

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications (31.0)	20	70%	14.00
II	Support Letter (32.0)	5	80%	4.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (33.0)	25	90%	22.50
IV	Pricing & Discount (34.0)	50	100%	50.00
			Total Score	**90.50**

36.0 Payment and Invoicing

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.

37.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

38.0 Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:
"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

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

38.1 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.

39.0 Term of Contract

The term of this contract shall be for a period of two (2) years 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 three-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.

40.0 Price Adjustment****

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

41.0 Termination of Contract

This contract shall be for an initial period of two years or twenty four 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.

41.1 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.

42.0 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)

43.0 **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) Arguindegui Oil Co. II, Ltd

Signature of person authorized to sign bid _____ Date 4/12/24

Print Name of person authorized to sign bid Beto Lopez

Title: Credit/Pricing Manager

Business Address: 6551 Star Court

City, State, Zip Code: Laredo, TX 78041

Telephone Number: 956-722-5251 Fax Number: 956-727-7636

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

Federal Tax ID Number: 74-1668080

Bidders Principal/Corporate Place of Business Address: 6551 Star Court , Laredo, Texas 78041

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 82 years

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

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

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

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

Hs 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

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Beto Lopez — Name
Signature — Date 4/12/24

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.

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

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

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

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

Signature of person doing business with the governmental entity — Date

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 Arguindegui Oil Co. II, Ltd
(a Partner of 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 15th day of April 2024

Notary Public

My commission expires:
May 08, 2024

CINDY RAMIREZ
Notary Public, State of Texas
Comm. Expires 05-08-2024
Notary ID 128980726

46.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

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

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Beto Lopez		Lopez	

***2. Contract Information.**

a) Contract or Project name(s): FY24-061 Automotive Fuel

b) Originating Department(s): Fleet Department

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

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

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

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

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

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

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

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

☐ List of subcontractors: _____

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

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

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

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

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

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

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

☐ List of contributors: _____

Updates on Contributions Required

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

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

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

☒ 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.

Beto Lopez		Credit/Pricing Manager
Name (Print)	Signature	Title
Arguindegui Oil Co. II, Ltd		4/12/24
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

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
CERTIFICATION OF FILING

Certificate Number:
2024-1144435

Date Filed:
04/09/2024

Date Acknowledged:

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

Arguindegui Oil Co. II, Ltd
Laredo, TX United States

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

City Of Laredo

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

FY24-061
Automotive Fuel- Fleet Department

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Beto Lopez, and my date of birth is 01-20-1969.

My address is 6551 Star Court (street), Laredo (city), TX (state), 78041 (zip code), USA (country).

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

Executed in Webb County, State of Texas, on the 9th day of April (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
FLEET MANAGEMENT DEPARTMENT

To: Enrique Aldape III

From: Ronald W. Miller, City of Laredo Fleet Management Director RWM

Date: 4/18/2024

Re: FY24-061 Automotive Fuel bid

The fuel bid contract has been reviewed and some tabulations had to be changed to match the majority bidder's format. Two bidders used the discount rate to calculate the total charges of the gallons provided by Fleet. All other four bidders used the discount rate against the OPIS average rack price. In sections IV: Bid Price Schedule 1.8, 1.10 and 1.12.

<u>Sun Coast Resources</u> used the discount rate and didn't use the price per gallon after the discount rate.

Section IV: Bid price schedule

1.8 Transport load. The percentage discount was -0.024% equal to $-21,000. This should have been .024% which equals to $1.3973 discounted price per gallon multiplied by 900,000 gallons which equals to $1,257,570.00.

1.10 Transport Lord. The percentage was -0.0575 equal to -$52,900.00. This should have been .0575 equals which $1.2882 discounted price per gallon multiplied by 920,000 gallons which equals to $1,185,144.00.

1.12 Tank wagon load. The percentage was 0.069 equal to $3,795.00. This should have been .069 which equal to

$1.3958 discounted price per gallon multiplied by 55,000 gallons which equal to $74,789.00.

Sunoco, LLC used the discount rate and didn't use the price per gallon after discount.

Section IV: Bid price schedule

1.8 Transport load. The percentage discount was -0.0025% equal to $--2250.00. This should have been 0.0025% which equals to $1.4188 discounted price per gallon multiplied by 900,000 gallons which equals to $1,276,920.00.

1.10 Transport Lord. The percentage was 0.0125 equal to $11,500.00. This should have been 0.0125 equals which $1.3582 discounted price per gallon multiplied by 920,000 gallons which equals to $1,249,544.00.

1.12 Tank wagon load. The percentage was 0.25 equal to $13,750.00. This should have been .069 which equal to

$1.5768 discounted price per gallon multiplied by 55,000 gallons which equal to $86,724.00.

After, all bids were tabulated with of equal format. Arguindegui Oil Co. II Ltd. Is the lowest Bid. It is recommended to award Arguindegui Oil Co. II Ltd the FY24-061 Automotive fuel contract.

Line #	Description	QTY	UOM	Sun Coast Resources, Inc.		Sunoco, LLC		Arguindegui Oil Co. II, Ltd	
				Total Price	$2,617,582.99	Total Price	$2,703,188.26	Total Price	$5,176,075.19
				Unit	Extended	Unit	Extended	Unit	Extended
1	Section IV: Bid Price ScheduleAn evaluation of the pricing to the City of Laredo - Weighted Evaluation Score (50 Points)* Vendor must bid on all items section in order to be considered for an award of contract******When bidding 1.1 to 1.6 fill either profit or discount*****	1	EA	**$2,617,582.9875**	$2,617,582.9875	$2,703,188.26	$2,703,188.26	$5,176,075.1918	$5,176,075.1918
1.1	Transport Load(Unleaded Gasoline w/10% Ethanol)Discount from OPIS Average Rack Composite	1	Price/Gallon	**-$0.024**		-$0.0025		$0.0225	
1.2	Transport Load(Unleaded Gasoline w/10% Ethanol)Profitfrom OPIS Average Rack Component	1	Price/Gallon	No Bid		$0.00		$0.00	
1.3	Transport Load(No. 2, Ultra Low Sulfur Diesel)Discount from OPIS Average Rack Component	1	Price/Gallon	**-$0.0575**		$0.00		$0.0795	
1.4	Transport Load(No. 2, Ultra Low Sulfur Diesel)Profitfrom OPIS Average Rack Component	1	Price/Gallon	No Bid		$0.0125		$0.00	
1.5	Tank Wagon Load(Ultra Low Sulfur RedDiesel)Discount from OPIS Average Rack Component	1	Price/Gallon	No Bid		$0.00		$0.00	
1.6	Tank Wagon Load(Ultra Low Sulfur RedDiesel)Profitfrom OPIS Average Rack Component	1	Price/Gallon	**$0.069**		$0.25		$0.0898	
1.7	Transport Load(Unleaded Gasoline w/10% Ethanol)Average rack price for 9/1/20	900000	OPIS Average Rack Price/Gallon	**$1.4213**		**$1.4213**		**$1.4213**	
1.8	Transport Load(Unleaded Gasoline w/10% Ethanol)	900000	Bid Price/Gallon	**-$0.024**		-$0.0025		$1.3988	
1.9	Transport LoadNo. 2 Ultra Low Sulfur DieselAverage rack price for 9/1/20	920000	OPIS Average Rack Price/Gallon	**$1.3457**		**$1.3457**		**$1.3457**	
1.10	Transport LoadNo. 2 Ultra Low Sulfur Diesel	920000	Bid Price/Gallon	**-$0.0575**		$0.0125		$1.2662	
1.11	Tank Wagon LoadUltra Low Sulfur DieselAverage rack price for 9/1/20	55000	OPIS Average Rack Price/Gallon	**$1.3268**		**$1.3268**		**$1.3268**	
1.12	Tank Wagon LoadUltra Low Sulfur Diesel	55000	Bid Price/Gallon	**$0.069**		$0.25		$1.4166	
1.13	Bulk Diesel Exhaust Fluid(Not subject to OPIS Pricing)	45000	Bid Price/Gallon	$2.18		$2.00		**$1.87**	

Line #	Description	QTY	UOM	Petroleum Traders Corporation		Indigo Energy		Saratoga Rack Marketing LLC	
1	Section IV: Bid Price ScheduleAn evaluation of the pricing to the City of Laredo - Weighted Evaluation Score (50 Points)* Vendor must bid on all items section in order to be considered for an award of contract******When bidding 1.1 to 1.6 fill either profit or discount*****	1	EA	Total Price	$5,259,726.66	Total Price	$5,263,708.19	Total Price	$5,283,838.19
1.1	Transport Load(Unleaded Gasoline w/10% Ethanol)Discount from OPIS Average Rack Composite	1	Price/Gallon	Unit	Extended	Unit	Extended	Unit	Extended
1.2	Transport Load(Unleaded Gasoline w/10% Ethanol)Profitfrom OPIS Average Rack Component	1	Price/Gallon	$5,259,726.6618	$5,259,726.6618	$5,263,708.192	$5,263,708.192	$5,283,838.1881	$5,283,838.1881
1.3	Transport Load(No. 2, Ultra Low Sulfur Diesel)Discount from OPIS Average Rack Component	1	Price/Gallon	$0.0228		-$0.0121		$0.0724	
1.4	Transport Load(No. 2, Ultra Low Sulfur Diesel)Profitfrom OPIS Average Rack Component	1	Price/Gallon	No Bid		$0.00		No Bid	
1.5	Tank Wagon Load(Ultra Low Sulfur RedDiesel)Discount from OPIS Average Rack Component	1	Price/Gallon	$0.049		-$0.0159		$0.0123	
1.6	Tank Wagon Load(Ultra Low Sulfur RedDiesel)Profitfrom OPIS Average Rack Component	1	Price/Gallon	No Bid		$0.00		No Bid	
1.7	Transport Load(Unleaded Gasoline w/10% Ethanol)Average rack price for 9/1/20	900000	OPIS Average Rack Price/Gallon	No Bid		$0.00		No Bid	
1.8	Transport Load(Unleaded Gasoline w/10% Ethanol)	900000	Bid Price/Gallon	$0.59		$0.22		$1.1034	
1.9	Transport LoadNo. 2 Ultra Low Sulfur DieselAverage rack price for 9/1/20	920000	OPIS Average Rack Price/Gallon	**$1.4213**		**$1.4213**		**$1.4213**	
1.10	Transport LoadNo. 2 Ultra Low Sulfur Diesel	920000	Bid Price/Gallon	$1.3985		$1.4092		$1.3489	
1.11	Tank Wagon LoadUltra Low Sulfur DieselAverage rack price for 9/1/20	55000	OPIS Average Rack Price/Gallon	**$1.3457**		**$1.3457**		**$1.3457**	
1.12	Tank Wagon LoadUltra Low Sulfur Diesel	55000	Bid Price/Gallon	$1.2967		$1.3298		$1.3334	
1.13	Bulk Diesel Exhaust Fluid(Not subject to OPIS Pricing)	45000	Bid Price/Gallon	**$1.3268**		**$1.3268**		**$1.3268**	

$1.9168	$1.5468	$2.4302
$2.50	$2.15	$2.65

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9
1.10
1.11
1.12
1.13

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9
1.10
1.11
1.12
1.13

City of Laredo

City Council

Meeting Date: 5/18/2026 **Resolution 52.**

SUBJECT
A resolution of the City Council of the City of Laredo, Texas, supporting the United States Environmental Protection Agency's Integrated Risk Information System (IRIS) standard for Ethylene Oxide; Opposing proposed rollbacks to Ethylene Oxide regulations; endorsing Public Health based regulatory decision making; authorizing submission of public comments; and providing for related matters.

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
The United States Environmental Protection Agency (EPA) is charged with protecting human health and the environment, including regulating hazardous air pollutants such as ethylene oxide (EtO), a known carcinogen associated with increased cancer risk from long-term exposure.
The EPA's Integrated Risk Information System (IRIS) provides scientifically grounded risk values that serve as a critical foundation for evaluating public health impacts and guiding regulatory protections.
In April 2023, the EPA proposed amendments to the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Commercial Sterilization Facilities that would significantly reduce ethylene oxide emissions, strengthen worker protections, and improve community safety. These proposed protections included continuous emissions monitoring, enhanced controls on aeration room vents, and permanent total enclosure requirements, with an estimated reduction of ethylene oxide emissions by approximately 80 percent annually.
The City of Laredo is home to facilities that utilize ethylene oxide in commercial operations, which are subject to federal and state regulatory requirements intended to ensure the protection of public health and the environment.
Publicly available studies and regulatory assessments indicate that ambient ethylene oxide concentrations in certain areas may exceed typical background levels, and that prolonged exposure to elevated concentrations may be associated with increased health risks, including cancer
Children and other vulnerable populations are particularly sensitive to ethylene oxide exposure, with potential for greater long-term health impacts due to prolonged retention of the chemical in the body.
The City of Laredo has proactively implemented air monitoring initiatives and continues to prioritize community-level exposure assessment to better understand and mitigate environmental health risks.
The EPA has proposed reconsideration of the 2024 NESHAP amendments, including potential reductions in requirements for continuous emissions monitoring systems, technology review standards, and enclosure requirements.
Reliance solely on technology-based standards, without continued evaluation of residual risk and real-world exposure, may limit the ability to determine whether emissions controls are sufficiently protective of public health. Regulatory frameworks must maintain a strong connection to measurable public health outcomes, including reductions in ambient air concentrations and associated health

risks.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies):

- **Goal 7.2:** Protect the community from environmental and public health hazards.
- **Policy 7.2.1:** Monitor and improve air quality to reduce exposure to harmful pollutants.
- **Policy 7.2.6:** Support environmental health initiatives that address hazardous air pollutants and protect vulnerable populations.
- **Goal 7.4:** Foster a culture of health through education and public health advocacy.
- **Policy 7.4.4:** Promote evidence-based decision-making and public awareness on environmental health risks.
- **Goal 7.5:** Strengthen public health systems and advocacy efforts.
- **Policy 7.5.4:** Collaborate with federal and state agencies to promote policies that protect community health.

Summary of alignment: This resolution aligns with the Viva Laredo Comprehensive Plan by supporting evidence-based environmental health protections and advocating for regulatory standards that reduce exposure to hazardous air pollutants such as ethylene oxide. By endorsing the EPA's IRIS risk standards and opposing regulatory rollbacks, the City reinforces its commitment to protecting residents-particularly vulnerable populations-from long-term health risks associated with air pollution. The action supports ongoing air quality monitoring efforts and promotes public health-focused policy decisions that advance community safety, environmental protection, and overall quality of life.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial impact at this time.

2026-R-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS, SUPPORTING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S INTEGRATED RISK INFORMATION SYSTEM (IRIS) STANDARD FOR ETHLYENE OXIDE; OPPOSING PROPOSED ROLLBACKS TO ETHLYENE OXIDE REGULATIONS; ENDORSING PUBLIC HEALTH-BASED REGULATORY DECISION-MAKING; AUTHORIZING SUBMISSION OF PUBLIC COMMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the United States Environmental Protection Agency (EPA) is charged with protecting human health and the environment, including regulating hazardous air pollutants such as ethylene oxide (EtO), a known carcinogen associated with increased cancer risk from long-term exposure; and

WHEREAS, the EPA's Integrated Risk Information System (IRIS) provides scientifically grounded risk values that serve as a critical foundation for evaluating public health impacts and guiding regulatory protections; and

WHEREAS, these proposed protections included continuous emissions monitoring, enhanced controls on aeration room vents, and permanent total enclosure requirements, with an estimated reduction of ethylene oxide emissions by approximately 80 percent annually; and

WHEREAS, the City of Laredo is home to facilities that utilize ethylene oxide in commercial operations, which are subject to federal and state regulatory requirements intended to ensure the protection of public health and the environment; and

WHEREAS, publicly available studies and regulatory assessments indicate that ambient ethylene oxide concentrations in certain areas may exceed typical background levels, and that prolonged exposure to elevated concentrations may be associated with increased health risks, including cancer; and

WHEREAS, children and other vulnerable populations are particularly sensitive to ethylene oxide exposure, with potential for greater long-term health impacts due to prolonged retention of the chemical in the body; and

WHEREAS, the City of Laredo has proactively implemented air monitoring initiatives and continues to prioritize community-level exposure assessment to better understand and mitigate environmental health risks; and

WHEREAS, the EPA has proposed reconsideration of the 2024 NESHAP amendments, including potential reductions in requirements for continuous emissions monitoring systems, technology review standards, and enclosure requirements; and

WHEREAS, reliance solely on technology-based standards, without continued evaluation of residual risk and real-world exposure, may limit the ability to determine whether emissions controls are sufficiently protective of public health; and

WHEREAS, regulatory frameworks must maintain a strong connection to measurable public health outcomes, including reductions in ambient air concentrations and associated health risks;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City of Laredo formally supports maintaining the EPA's Integrated Risk Information System (IRIS) standard for ethylene oxide as a critical, science-based benchmark for protecting public health.

The City of Laredo supports a regulatory framework that integrates both technology-based standards and risk-based assessments, ensuring that emissions controls are evaluated based on real-world health impacts.

The City Council opposes any proposed regulatory changes that would weaken protections against ethylene oxide exposure, including reductions in:

- Continuous emissions monitoring requirements;
- Technology review standards for aeration room vents; and
- Permanent total enclosure requirements.

The City of Laredo affirms that public health protection must remain the primary objective of environmental regulation, and that economic considerations should not outweigh the health and safety of communities.

The City supports continued ambient air monitoring and community-level exposure assessment, recognizing these tools as essential for evaluating actual impacts and informing regulatory decisions.

The City of Laredo urges the EPA to ensure that regulatory standards result in measurable improvements in local air quality and corresponding reductions in public health risks.

The City Manager or his designee is authorized to submit this Resolution and accompanying comments to the EPA public comments portal, reflecting the City's official position.

The City of Laredo will continue to engage in proactive public health monitoring, community communication, and intergovernmental coordination to protect the well-being of its residents.

Section 2: No financial impact at this time.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

_____

DR. VICTOR D. TREVINO
MAYOR

ATTEST:

_____
MARIO I. MALDONADO JR.
CITY SECRETARY

APPROVED AS TO FORM
DOANH T. NGUYEN, CITY ATTORNEY

_____
AMBER R. HOLMES
ASSISTANT CITY ATTORNEY

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 53.**

SUBJECT
Consideration and possible action to ratify an amendment to Contract RFP-2026-035 awarded to Strategic Government Resources for Executive Recruitment and Leadership Services. This amendment increases the annual not-to-exceed amount to $200,000.00 and the total contract value to $1,000,000.00.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
Item# 26-552 “Consideration to award contract RFP-2026-035 to provide Executive Recruitment and Leadership Services to Strategic Government Resources to provide the City with professional services to assist with recruiting, assessing and placing executive level and senior staff positions as requested.” Was approved on March 16, 2026 by City Council.

BACKGROUND
The City of Laredo previously entered into a contract with Strategic Government Resources (SGR) under RFP#2026-035 for Executive Recruitment and Leadership Services. Due to ongoing operational needs and continued utilization of these services, an amendment to the contract is necessary to adjust the compensation structure.

This adjustment is necessary due to higher-than-anticipated utilization of executive recruitment and leadership consulting services to address critical vacancies, transitional leadership needs, and ongoing organizational development efforts. Based on current service engagements, anticipated expenditures exceed the originally approved annual amount. The increased capacity will ensure the City can continue to respond in a timely and effective manner to executive staffing demands and maintain continuity of operations.

All other terms and conditions remain unchanged, including the contract term of two (2) years with three (3) one (1) year extensions contingent upon budget appropriations. Funding is available in the respective departmental budgets.

COMMITTEE RECOMMENDATION
Click or tap here to enter text.

STAFF RECOMMENDATION
Staff recommend to approve this item as presented.

Fiscal Impact

Fiscal Year:	FY25-26
Budgeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding for this contract is available within the respective requesting Department's Adopted Budget, specifically in account code 3-55-26 (Consulting Services).

CITY OF LAREDO

HUMAN RESOURCES DEPARTMENT

TO: Joseph Neeb, City Manager

FROM: Carolina Thurkettle, Interim Human Resources Director

DATE: April 22, 2026

SUBJECT: Request to ratify contract RFP-2026-035 for contract value increase

We are formally requesting the ratification of Contract No. RFP-2026-035 Executive Recruitment and Leadership Services - City of Laredo, with Strategic Government Resources (SGR), in an increased annual amount of $200,000. The total not-to-exceed contract value over the five (5) year term will be $1,000,000.

The total contract amount shall not exceed $1,000,000 unless the City agrees to pay such additional compensation in writing signed by both Parties. Additional compensation must be within the scope of work and shall not exceed 24.99% of the original contract amount. No other services performed outside the scope of work will be compensated.

A council item to ratify this contract will be submitted for the next available council meeting.

If you have any questions, please contact me at 791-7406.

Thank you,

Carolina Thurkettle

4/22/26

Approved Date

Denied Date

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 54.**

SUBJECT
Request for ratification of the purchase of Nutanix, a server virtualization solution that replaces the City's current virtualization platform, which the City has outgrown and whose current renewal is facing significant price increases. The current global supply chain issues with computer hardware necessitated that IST purchase this solution immediately for reasons related to inventory availability and pending price increases. The cost for hardware, software, and implementation services was $299,422.68. Purchase was with General Datatech, L.P. from Dallas, Texas, through the State of Texas DIR contract DIR-CPO-5688. Funding was available in the Information Services and Telecommunication department, Support Services division & Contractual Obligations fund.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
The Information Service and Telecommunication department, Support Services division, purchased Nutanix, a server virtualization solution that replaces the City's current virtualization platform, VMWare. Our current VMWare virtualization environment has run out of resources and storage capacity, preventing us from moving forward with the virtualization needs for new or growing computer solutions. An example of this is the growing need for the City's computer users to store their work files on the network shares. Furthermore, the upcoming VMWare renewal is facing significant price increases. Broadcom, the company that acquired VMWare a few years ago has continued to increase license pricing at an unexpected and swift pace.

Due to the need to expand our virtualization environment's resources in a cost-effective manner, IST decided to migrate to Nutanix's virtualization solution. The need to move quickly was dictated by the ongoing global supply chain issues with computer hardware. The concerns being the availability of hardware before our VMWare renewal in August and the pending price increases due to the shortage.

The $299,422.68 Nutanix purchase includes one-time hardware and implementation costs. Subsequent licensing renewals are approximately $45,000 a year. The purchase was with General Datatech, L.P. from Dallas, Texas, through the State of Texas DIR contract DIR-CPO-5688.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION

Approval of motion to ratify the purchase in the amount of $299,422.68

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Click or tap here to enter text.
Account #:	595-5525-515-90-02 & 401-9885-515-90-02 Project # IT2601
Change Order: Exceeds 25% Y/N:	Click or tap here to enter text.

FINANCIAL IMPACT:
Funding for this purchase is available in the Information Services and Telecommunication department, Support Services division - 595-5525-515.90-02 and 401-9885-515.90-02 Project # IT2601.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION(S)
5/18/2026	Request for ratification of the purchase of Nutanix, a server virtualization solution that replaces the City's current virtualization platform, which the City has outgrown and whose current renewal is facing significant price increases. The current global supply chain issues with computer hardware necessitated that IST purchase this solution immediately for reasons related to inventory availability and pending price increases. The cost for hardware, software, and implementation services was $299,422.68. Purchase was with General Datatech, L.P. from Dallas, Texas, through the State of Texas DIR contract DIR-CPO-5688. Funding was available in the Information Services and Telecommunication department, Support Services division.

INITIATED BY:	STAFF SOURCE:
Joseph W. Neeb; City Manager. Steve Landin; Assistant City Manager.	Joe Rivera; Information Services & Telecommunications Director. Jaime E. Zapata; Purchasing Agent.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND:

The Information Service and Telecommunication department, Support Services division, purchased Nutanix, a server virtualization solution that replaces the City's current virtualization platform, VMWare. Our current VMWare virtualization environment has run out of resources and storage capacity, preventing us from moving forward with the virtualization needs for new or growing computer solutions. An example of this is the growing need for the City's computer users to store their work files on the network shares. Furthermore, the upcoming VMWare renewal is facing significant price increases. Broadcom, the company that acquired VMWare a few years ago has continued to increase license pricing at an unexpected and swift pace.

Due to the need to expand our virtualization environment's resources in a cost-effective manner, IST decided to migrate to Nutanix's virtualization solution. The need to move quickly was dictated by the ongoing global supply chain issues with computer hardware. The concerns being the availability of hardware before our VMWare renewal in August and the pending price increases due to the shortage.

The $299,422.68 Nutanix purchase includes one-time hardware and implementation costs. Subsequent licensing renewals are approximately $45,000 a year. The purchase was with General Datatech, L.P. from Dallas, Texas, through the State of Texas DIR contract DIR-CPO-5688.

FINANCIAL IMPACT:
Funding for this purchase is available in the Information Services and Telecommunication department, Support Services division – 595-5525-515.90-02 and 401-9885-515.90-02

COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION:
	Approval of motion to ratify the purchase in the amount of $299,422.68

General Datatech, L.P.
Dep. 8014
P O Box 650002
Dallas, TX 75265-0002
Phone: (214) 857-6100

Quotation

Sold-To Party
CITY OF LAREDO
1110 HOUSTON ST
LAREDO TX 78040-8019

Ship-To Party
CITY OF LAREDO
1110 HOUSTON ST
LAREDO TX 78040-8019

Information

Quotation No.	QT-000028045
Quote Issue Date	03/31/2026
Quote Expiration Date	04/30/2026
Customer No.	0000112948
DIR Contract No.	
Requested By	
RFQ No.	
Terms of Payment	

Account Manager(s)
Casey Brydson

Solution Comments:
Contract # DIR-CPO-5688
City of Laredo - Hypervisor Replacement - Consolidated Single Site - 1 year term

Item	Part Number/Description	Quantity	List Price	Price	Extended Price
Default					
10	**NX-8170-G10-6527P-CM** NX-8170-G10, 1 Node; 2x Intel Xeon 6527P processor (3.0 GHz/ 24-core/ 255W, Granite Rapids SP) per node	3	$84,650.54	$77,710.77	$233,132.31
				Default Total (USD):	$233,132.31
Default					
20	**C-MEM-64GB-6400-CM** 64GB Memory Module (6400MHz DDR5 RDM)	48	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
30	**C-NVM-7.68TB-AB1A-CM** 7.68 TB NVMe SSD - PCIe Gen5 (U.2)	18	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
40	**C-LOM-10G2B1BT-CM** LOM Module: SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710)	3	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
50	**C-NIC-25G2A2-CM** Mellanox 25/10GbE, 2-port, NIC (CX6 25GbE);transceiver not included	6	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
60	**C-PWR-4FC13C14B-CM** C13/C14, 15A, 4ft Power cord	6	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
70	**S-HW-PRD** 24/7 Production Level HW Support for Nutanix HCI appliance 20.01% of Hardware Configured Price	3	$3,004.83	$2,079.77	$6,239.31
				Default Total (USD):	$6,239.31
Default					
80	**SUPPORT-TERM** Support Term in Months	12	$0.00	$0.00	$0.00
				Default Total (USD):	$0.00
Default					
90	**C-TPM-2.0-U-C-CM** TPM 2.0 Module Unprovisioned	3	$78.54	$72.68	$218.04
				Default Total (USD):	$218.04
Default					
100	**PLATFORM INTEGRATION** Platform Integration Fee	1	$40,632.23	$0.00	$0.00
				Default Total (USD):	$0.00
SFP-10G-SR-S=					
110	**SFP-10G-SR-S=** 10GBASE-SR SFP Module, Enterprise-Class	18	$890.25	$311.59	$5,608.62
				SFP-10G-SR-S= Total (USD):	$5,608.62
MFM1T02A-SR-GDT					
120	**MFM1T02A-SR-GDT**	18	$100.00	$100.00	$

Item	Part Number/Description	Quantity	List Price	Price	Extended Price
	MELLANOX MFM1T02A-SR COMPATIBLE TAA COMP				
				MFM1T02A-SR-GDT Total (USD):	$1,800.00
SW-NCI-STR-PR					
130	**SW-NCI-STR-PR** Subscription, Nutanix Cloud Infrastructure (NCI) Starter Software License & Production Software Support Service for 1 CPU Core	144	$463.00	$249.10	$35,870.40
140	**TERM-MONTHS** Term in months	16	$0.00	$0.00	$0.00
150	**CNS-INF-A-SVC-MIG-VMS-VIRT** Service, Virtual Machine Migration with Virtual Delivery. For each purchased, migration of all VM packs is limited to a single migration event and each pack is limited to migration of 5VMs or 2.5TiB of total data.	4	$2,290.00	$2,238.48	$8,953.92
160	**CNS-INF-A-SVC-DEP-ONP-AHV-VIRT** Service, Infrastructure Deployment - On-Premises NCI Cluster - Nutanix AHV with Virtual Delivery. For each quantity purchased, deployment is limited to 1 node	3	$2,591.67	$2,533.36	$7,600.08
				SW-NCI-STR-PR Total (USD):	$52,424.40

	Total (USD):	$299,422.68

982

Final invoice will include applicable tax, shipping & handling. If You require this information on this Quote, please notify your GDT Account Manager. This Quote is governed by the executed agreement between GDT and You and/or Your affiliates (GDT New Customer Onboarding Form or superseding Master Agreement). In the event that no such executed agreement(s) applicable to the Products set forth herein exist between GDT and You, Your acceptance of this Quote - whether through issuance of a PO or payment for goods or services sold - shall serve as Your consent and acceptance of the GDT Standard Terms and Conditions, which may be accessed online at:
Terms of Purchase - GDT Standard Terms and Conditions

Customer may accept this Quote by (a) issuing a PO referencing this Quote OR (b) signing this Quote below. Either method of acceptance constitutes Customer's authorization for GDT to proceed and creates a binding agreement subject to the terms stated herein.

_____
Name

_____
Title

_____
Date

983

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 55.**

SUBJECT
Consideration to renew a yearly service contract with Avolve Software Corp., Scottsdale, Arizona, in the amount of $122,642.10 for the annual fee of a full deployment version of electronic building permits plan review process management. Avolve Software Corp. is a sole source provider of this software. Service agreement renewal term June 7, 2026 to June 6, 2027. This agreement is subject to future appropriations and funding is available in the General Fund- Planning Building Inspections.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
None

BACKGROUND
ProjectDox provides configurable workflows, file and mark-up versioning, digital signature verification, review/comment/response management, drawing change compare verification and all applicant communications. Contract renewals are on a yearly basis. Service agreement renewal term June 7, 2026 to June 6, 2027.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this service agreement be renewed.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Yes
Source of Funds:	Planning & Zoning
Account #:	101-2120-513.55-88
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

Click or tap here to enter text.

SUBJECT
Consideration to renew a yearly service contract with Avolve Software Corp., Scottsdale, Arizona, in the amount of $122,642.10 for the annual fee of a full deployment version of electronic building permits plan review process management. Avolve Software Corp. is a sole source provider of this software. Service agreement renewal term June 7, 2026 to June 6, 2027. This agreement is subject to future appropriations and funding is available in the General Fund- Planning Building Inspections.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating:
Supporting goal(s)/policy(ies):
Summary of alignment:

PREVIOUS COUNCIL ACTION
None.

BACKGROUND
ProjectDox provides configurable workflows, file and mark-up versioning, digital signature verification, review/comment/response management, drawing change compare verification and all applicant communications. Contract renewals are on a yearly basis. Service agreement renewal term June 7, 2026 to June 6, 2027.

COMMITTEE RECOMMENDATION
None

STAFF RECOMMENDATION
It is recommended that this service agreement be renewed.

Fiscal Impact

Fiscal Year:	Click or tap here to enter text.
Budgeted Y/N?:	Yes
Source of Funds:	Planning & Zoning
Account #:	101-2120-513.55-88
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:
Funding has been allocated in the General Fund/Planning & Zoningbudget for the renewal.

April 20, 2026

City of Laredo, TX
Attn: Blanca Sanchez
1413 Houston Street
Laredo, Texas 78040
United States

RE: Renewal of Sole Source Maintenance Services

Dear Ms. Davis:

This statement is provided at your request by the City of Laredo to verify facts regarding ProjectDox® ePlan Review software, and the services associated with the product.

- ProjectDox® is an electronic plan review solution with an installed integration product to many of the major Community Development Software Solutions in the marketplace.
- Avolve Software is the sole creator and provider of ProjectDox®.
- Avolve Software is currently the sole provider of Maintenance and Support Services for ProjectDox®.

We are pleased to continue our maintenance relationship with the City of Laredo. Please do not hesitate to contact your Avolve Customer Success Manager should you have any further questions regarding this statement, or our products and services.

Sincere regards,

AVOLVE SOFTWARE CORP
Jeremy Raulinaitis
Chief Experience Officer

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

avolve

ProjectDox

Laredo, TX

ProjectDox® ePlan Proposal

Prepared by your Avolve Software Representative
Kate Hudson

21001 N Tatum Blvd, Ste 1630-503
Phoenix, AZ 85050
www.avolvesoftware.com

Telephone:
Email: khudson@avolvesoftware.com

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

avolve

Quote Delivered To:

Blanca Sanchez
Administrative Assistant II
bsanchez2@ci.laredo.tx.us

1413 Houston Street
Laredo, Texas
78040

Laredo, TX

Dated: 4/7/2026

Expiration Date: 5/1/2026

Term: 6/7/2026 - 6/6/2027

Electronic Plan Review Pricing

SaaS

Product Name	Product Code	Description	QTY	Unit Price	Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades Production Environment Safeguard: Avolve security	12.00	$7,570.50	$90,846.00

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

		policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.			
Test Environment Entry-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.E	Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 10 concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be	12.00	$2,163.00	$25,956.00

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

		provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at an additional cost. Includes SSA for six base forms preconfigured.			

Subtotal SaaS : **$116,802.00**

SaaS Services

Product Name	Product Code	Description	QTY	Unit Price	Total Price
TES-Video License Subscription	TES-VLS	TES-Video License Subscription	1.00	$5,840.10	$5,840.10

SaaS Services Total: **$5,840.10**

100% of SaaS and Subscriptions shall be invoiced upon execution of Agreement. Services will be billed monthly on a Time and Material Basis. Payment for the remaining amount is due net thirty days (30) from invoice after work has occurred. Payment via EFT. **Travel and Expenses are not included in this total and will be invoiced as incurred.**	SaaS:	$116,802.00
	SaaS Services:	$5,840.10
	Total One Year Solution Cost:	**$122,642.10**

COMPANY SIGNATURE: Signed by: CAEDCEB04CA7444...

DATE: 4/24/2026

CUSTOMER SIGNATURE:

DATE: 4/21/26

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 56.**

SUBJECT
Consideration to authorize the purchase contract with the sole source provider, Audio Dynamics, Inc. in the amount of $661,488.04 for the purchase and installation of multi-monitor video equipment for the Laredo Police Department Real Time Crime Center (RTCC). Funding is available in the Auto Theft Task Force Fund.

PREVIOUS COUNCIL ACTION
City Council approved the grant acceptance with Resolution #2024-R-290 on September 16, 2025.

BACKGROUND
Audio Dynamics, Inc. is the official supplier of the Avitech KVM, KVM Multiview, and KVM over IP solutions, and is the sole exclusive Integrator and Dealer in the Laredo Area.

Audio Dynamics, Inc. has been offically certified on the DreamWall MicroLED Display system which includes Configuration, Commission & Training Process. Audio Dynamics, Inc. is a "DreamWall Certified" Integrator-Dealer in the Laredo Market Area.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this purchase be authorized.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222-2348
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Auto Theft Task Force Fund. Project ATCC26

A Proposal for Installation Laredo PD RTCC Command Center for:

City Of Laredo PD RTCC Command Center

Submitted By:

Audio Dynamics, Inc.

Automation * Entertainment* Security* Cabling Group

President
Fermin Flores
(956) 337-1951
fermin@audiodynamicsinc.com

Audio Dynamics, Inc.
101W Hillside Rd., Ste 11B
Laredo, TX 78041
956-712-8249 Office
956-712-4436 Fax
audiodynamics@stx.rr.com
www.audiodynamicsinc.com

AUDIO DYNAMICS INC

Quotation Date:	**April 9, 2026**		**Expiration Date:**	**May 2, 2026**
Contact Person: Fermin Flores	**Phone Number:(956)712-8249**			**Contact email: Fermin@audiodynamicsinc.com**

15x2.7m(49.2x8.86ft) P1.25

Screen dimension

Screen Size (W*H)	Cabinet Size (W*H)	Cabinet Quantity
15x2.7m(49.2x8.86ft)	600x337.5mm	200 pcs

Main Part

NO.	Description of Goods		Quantity	Unit	Unit Price (USD)	Total Price (USD)
1	**Indoor P1.25 COB LED Display** 1. Module Size: 150（W）×168.75（H） 2. Diecast aluminum Cabinet 3. Refresh rate :≥3840 HZ 4. 1/60 Scan 5. Front Service 6. Brightness ≥600nits		40.5	㎡	7,878.16	319,065.48
2	**Receiving Card** Novastar		200	pcs	0.00	0.00
3	**Video processor** Novastar H9+3pcs H_20xRJ45 sending card+26 HDMI2.0+Audio		1	pcs	96,925.14	96,925.14
Othr parts						
1	**LED lamp** SMD 3in1		Standard configuration	pcs	0.00	0.00
2	**LED Module**		8	pcs	0.00	0.00
3	**LED Module**		24	pcs	293.38	7,041.12
4	**Receiving Card+hub board+power supply**		2	pcs	0.00	0.00
5	**Receiving Card+hub board+power supply**		3	pcs	373.80	1,121.40
6	**signal cable** Aero data cables		Standard configuration	pcs	0.00	0.00
7	**Power cable** Aero power cables		Standard configuration	pcs	0.00	0.00
8	**IC**		Standard configuration	pcs	0.00	0.00
9	**Metallic plate for mounting cabinets**		Standard configuration	pcs	0.00	0.00
10	**screw for mounting plates in cabinets**		Standard configuration	pcs	0.00	0.00
Package						
1	**Wooden Case**		15	set	261.66	3,924.90
1	**AVI Tech Video Controlled Specs Attached**		1		88,430	88,430
1	**Data Cabling & Data Racks for Video Wall & Work Station, Cisco Network Switch**		1		77,980.00	75,480.00

TOTAL PRICE (USD)	**Door to door include shipping from Factory**	**591,988.04**
INSTALLATION PRICE (USD)	**Turn Key Installation, Programming, Set up & End User Set up by DreamWall Engineers**	**69,500.00**
TOTAL PRICE (USD)	**Total of all**	**661,488.04**

Specification

No.	Item	Specification
1	Pixel Pitch	1.25mm
2	LED per pixel	/
3	Resolution	640000 pixle/㎡
4	Module Dimension(W x H)	300（W）×337.5（H）
5	Service Type	**Front Service**
6	Application	Indoor Fixed
7	Cabinet Material	**Diecast Aluminum Cabinet**
8	Best View Distancing	1.2m
9	Vertical Viewing Angle	140°
10	Horizontal Viewing Angle	140°
11	Brightness	**600cd/**㎡ Ensure brilliant images
12	Brightness Adjustment	Manual, 256 level; Auto, 8 levels
13	Grey Scale	14 bit
14	Operating Temperature	–20℃~+60℃
15	Lifetime	100,000 Hours
16	Input Voltage	**AC110-220V ±10%**
17	Input Power Frequency	50/60Hz
18	Screen Power Consumption	Max: 50w/cabinet; Average: 15w/cabinet
19	Refresh Rate	**3840 Hz**
20	Frame Rate	> 60 frames/sec
21	Defect Rate	≤0.0002
22	Data Transfer Method	RJ45
23	Humidity	10%~90%RH
24	Waterproof Grade	**IP41**
25	Control Method	Synchronized
26	Way of Drive	Constant
27	MTBF	> 100,000 hours
28	Color Temperature	6500K±500

Remarks:

1. This price is valid for 30 days.

2. Payment terms:30% deposit T/T in advance,the balance T/T before shipment.

3. Delivery terms:DDP

4. Packing:Wooden case.

5. Lead time: 15-20 working days after receiving deposit.

6. Warranty:5 years

7. Shipping, on site installation, construction is not included.

8. HS Code: 8528591090

9. Warranty policy:

5-year warranty offered. During warranty term, the seller provides free repair / replacement service for defective parts caused by quality problem (accessories like network cables, power cables and graphic card etc. excluded from the warranty). But the Buyer needs to return the defective parts to the Seller for exchange for good parts. The warranty term is counted from the 50th day after the goods ready day. During the warranty, if the Buyer wants to send the defective goods to Seller's place , Buyer is responsible for the shipping fee to Seller, The Seller is responsible for shipping fee of the repaired goods back to Buyer.

City of Laredo Sole Source Affidavit

Compliance with Texas Local Government Code Chapter 252.021 is not required for purchases that are available from only one source, including: An item for which competition is precluded because of a patent, copyright, secret process, or monopoly. The item is a film, manuscript, or book. The item is a utility service, including electricity, gas, or water. The item is a captive replacement part or component for equipment. The sole source exception does not apply to mainframe data processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

---

1. My name is (Print Name) Fermin Flores Jr.
   I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
   I am authorized to sign contracts for the following company or firm:

   Company: Audio Dynamics Inc
   Address: 101 W. Hillside Rd., Ste 11B
   City, State, Zip Code: Laredo, Tx 78041
   Telephone Number: ( ) 956-712-8249
   Fax Number: ( ) 956-712-4436
   E-mail Address: fermin@audiodynamicsinc.com

2. The above-named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
   DreamWall, AVI Tech, TV One

3. Competition in providing the above-named item(s) is precluded due to:

   _____ A patent
   _____ A copyright
   _____ A secret process
   _____ A monopoly
   _____ It is a film
   _____ It is a manuscript
   _____ It is a book
   _____ It is a utility service, including electricity, gas, or water (does not apply to parts *used for* utility services)
   X It is a captive replacement part or component for equipment
   _____ Other circumstances provided by Texas Local Government Code 252.022 (provide details above)

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

5. This affidavit is valid for a period of one year, or until changed circumstances render it inaccurate, whichever occurs first.

Signature of Authorized Official	Pres Title of Authorized Official	4-22-26 Date

City of Laredo Sole Source Affidavit

NOTARY USE ONLY

Subscribed and Sworn to before me this 22 day of April, 2024. State of Texas, County of Webb.

Signature of Applicant

Signature of Notary Public

Alberto Gomez
My Commission Expires
8/30/2026
Notary ID129564434

Purchasing Department Use ONLY

Approved ✓ as per D. Walter

Not Approved Return to Using Department _____

Purchasing Agent Signature

Date 4/29/24

Avitech International Corp
15333 NE 90th Street, Suite 160, Redmond, WA 98052 USA
Phone: +1 (425) 885-3863
Email: andrew@avitechvideo.com

Audio Dynamics, Inc.

Audio Dynamics, Inc. is the official supplier of the Avitech KVM, KVM Multiview, and KVM over IP solutions, and is the sole exclusive Integrator and Dealer in the Laredo Area.

ANDREW GONG

Business Development Manager
4/22/2025

Audio Dynamics, Inc.

Has been offically certified on the DreamWall MicroLED Display system which includes Configuration, Commission & Training Process. Audio Dynamics, Inc. is a "DreamWall Certified" Integrator-Dealer in the Laredo Market Area.

DreamWall

DreamWall

Ash Wermuth SVP

Margarita Bosquez

From: Laura L. Ortiz
Sent: Monday, April 27, 2026 6:23 PM
To: Margarita Bosquez
Subject: FW: Audio Dynamics - Tresco
Attachments: COL Sole Source Affidavit.pdf; Audio Dynamics Certification_DreamWall MicroLED.pdf; AvitechCertificationForAudioDynamics.pdf

Margie,

Below is the approval from Legal for the attached sole source affidavit. This is in reference to Consent Agenda 26-896.

Thank you,

Laura L. Ortiz
Supervisor, Grants and Budget
Laredo Police Department | Finance
(956) 795-2821

CONFIDENTIALITY: This email, including any attachments, may contain confidential information. If you received this email in error, please notify the sender and delete this email from your system.

From: Daniel L. Walter <dlwalter@ci.laredo.tx.us>
Sent: Monday, April 27, 2026 2:45 PM
To: Laura L. Ortiz <lortiz2@ci.laredo.tx.us>
Subject: RE: Audio Dynamics - Tresco

Approved.

Thank You!

Danny

Daniel "Danny" L. Walter
Assistant City Attorney

City of Laredo – Legal Department
1110 Houston Street Laredo, Texas 78040
Main Line: (956) 791-7319
Direct Line: (956) 791-7321
dlwalter@ci.laredo.tx.us

CONFIDENTIALITY NOTICE

City of Laredo

City Council

Meeting Date: 5/18/2026 **Consent Agenda 57.**

SUBJECT
Consideration to authorize the award of a contract for the Uniform Rental Program with Unifirst Holdings, Inc., through the cooperative purchasing agreement BuyBoard Contract No. 773-25, for the Environmental & Solid Waste Services Department. The proposed contract provides for the rental, cleaning, and maintenance of employee uniforms in an amount not to exceed $98,280.00 for the first year, with a 5% increase in each subsequent year, resulting in $103,194.00 for the second year and $108,353.00 for the third year, for a total contract value of $309,827.00. The term of the agreement is three (3) years and is contingent upon the annual availability of funds. Funding for this contract is budgeted and available in the Solid Waste Fund.

VIVA LAREDO PLAN ALIGNMENT
Alignment Rating: Strong
Supporting goal(s)/policy(ies): The plan aims to create a cohesive and professional workplace environment through an employee uniform policy.
Summary of alignment: The plan is a comprehensive approach to employee uniform policy, addressing various aspects of workplace appearance and ensuring a safe and professional environment for all employees.

PREVIOUS COUNCIL ACTION
N/A

BACKGROUND
Funding is available in the Solid Waste Clothing and Linen Account. Prices are based on 52 weeks of service per year. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index (CPI) or by 5% additional price. 1st Fiscal Year $98,280.00, 2nd Fiscal Year $103,194.00 and 3rd Fiscal Year $108,353.00.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	Y
Source of Funds:	Solid Waste Department

Account #:	556-2550-532-08-00	$156,000.00
	556-2560-532-08-00	$156,000.00
Change Order: Exceeds 25% Y/N:	N/A	

FINANCIAL IMPACT:
Funding is available in the Solid Waste Fund 556-2550-532-0800 & 556-2560-532-0800

Uniform Rental Service for:

UniFirst

City of Laredo Solid Waste

Buy-Board #773-25

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
03TO	ANIS Class 1 High Vis. Work Shirt	11	11	$ 0.520	$ 5.72
1002	65/35 Work Pant	11	11	$ 0.220	$ 2.42
GMP	Garment Maintenance Program	22	22	$ 0.080	$ 1.76
GSP	Garment Set-up Protection	22	22	$ 0.020	$ 0.44
GLP	Grament Loss Protection	22	22	$ 0.080	$ 1.76
ESP	Emblem Protection	11	11	$ 0.040	$ 0.44
					$ 12.54

	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
	DEFE charge per invoice		52	$1,881.00	$ 97,812.00
	12.54 per Employee / year		52	$ 9.00	$ 468.00
	Total Per Employee Including Insurance Programs				**$ 98,280.00**

	Item Description	CPI Increase	Fiscal Year Total
	Fisacal Year 1, 2026-2027		$ 98,280.00
	Fiscal Year 2. 2027-2028	5%	$ 103,194.00
	Fisacal Year 3, 2028-2029	5%	$ 108,353.00
			$309,827.00

**Based on projected amount of employees provided by City of Laredo Solid Waste*

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
D/B/A BUYBOARD
ENROLLMENT FORM

Enrollment Form

This Enrollment Form confirms that the below listed Cooperative Member wishes to receive its textile rental merchandise and services from UniFirst Corporation ("UniFirst") under the auspices of, consistent with and subject to, the terms and conditions of that BuyBoard Contract, Effective July 1, 2025 based upon the Notice of the Local Government Purchasing Cooperative Contract Award, Proposal Invitation no. 773-25, Uniforms and Accessories ("Contract").

Cooperative Member Name: City of Laredo / Solid Waste.

The following specific locations ("Location(s)") are expressly included in this request for service.

See Schedule I attached hereto

Pricing will be in accordance with requirements of the Contract and will increase when pricing under the Contract is increased.

Services provided to the above-referenced Locations will be governed by the terms and conditions of the Contract and the supplemental terms contained in this Enrollment Form (collectively, the "Agreement").

Term: This Agreement is effective when signed by both the Cooperative Member and UniFirst and continues in effect for 60 months after merchandise is first installed on the premises of each Location.

Early Termination: If the Cooperative Member breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's breach or non-appropriation of funds, as outlined in the Contract), the Cooperative Member will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the Term. These damages will be in addition to all other obligations or amounts owed by the Cooperative Member to UniFirst on the date of termination.

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
D/B/A BUYBOARD
ENROLLMENT FORM

The person signing of behalf of each party, intending to be legally bound hereby, warrants to the other party that he / she has the authority and power to execute this Enrollment Form.

(Cooperative Member)

By: _____

Title: _____

Date: _____

UniFirst Corporation

By: Jose Noriega

Title: Branch Manager

Date: 3/30/26

For UniFirst internal use only: Sales Rep Name: Bella Esquivel

Loc# 810 Customer #: _____ Contract #: _____

This enrollment form is an agreement that must be scanned onto Onbase as such.

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
D/B/A BUYBOARD
ENROLLMENT FORM

SCHEDULE I
LOCATIONS TO BE SERVICED

Address	City, ST Zip	Contact Name	Telephone
6912 TX-359 #10	Laredo, TX 78043	Bishop Wagner	796-1098
619 Reynolds St.	Laredo, TX 78040	Oscar Hinojosa	799-1050

Vendor Contract Information Summary

Vendor	UniFirst Holding, Inc.
Contact	Jackie Ramer
Phone	682-250-2560
Phone Extension	3520
Email	Jackie_Ramer@UniFirst.com
Vendor Website	www.unifirst.com
TIN	74-2861951
Address Line 1	3067 E Commerce St
Vendor City	San Antonio
Vendor Zip	78220
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Terms are NET 30. We will company with the Buyboard General Terms and The Texas Prompt Payment Act.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Louisiana, New Mexico, Texas
Contract Name	Uniforms and Accessories
Contract No.	773-25
Effective	07/01/2025
Expiration	06/30/2028
Accepts RFQs	Yes

City of Laredo

City Council

Meeting Date: 5/18/2026 **Laredo Mass Transit Board 58.**

SUBJECT
Authorizing the City Manager to waive bus fares for children between the ages of six (6) to seventeen (17) for our second (2nd) Annual “Kids on the Go” summer youth transportation program to help families and children in Laredo stay connected and active during the summer months. Kids on the Go Summer Youth Transportation Program will be commencing on June 1, 2026 through August 9, 2026.

PREVIOUS COUNCIL ACTION
On June 2, 2025 the board approved the Kids on the Go program which commenced on June 3, 2025 to August 31, 2025.

BACKGROUND
El Metro Transit is rolling out its second (2nd) Annual year program to help families and children in Laredo stay connected and active during the summer months. As part of its inaugural Kids on the Go! Summer Youth Transportation Program, El Metro is offering FREE, unlimited bus rides for kids ages six (6) to seventeen (17).

El Metro, Transit is providing this service to the City of Laredo, and it is aimed at giving local youth more access to recreational, educational, and cultural opportunities across the city. The program supports children enrolled in summer programs offered by the City of Laredo, through participating agencies and organizations.

Children under the age of twelve (12) must ride with an adult, but all eligible youth can hop aboard any of El Metro’s Fixed Route Buses at no cost-with just a valid form of identification.

2025 Performance Highlights

During the program’s operation from June 1, 2025, to August 31, 2025, the initiative saw significant community engagement:
- Total Youth Ridership: 5,717 boarding’s were recorded specifically for recreational purposes.
- Accessibility: The program was utilized by students across the city using valid student identification cards.
- Economic Impact: By providing free transit, the program offered direct financial relief to local families during the peak summer season.

Acceptable ID Options include:
1. Active Parks and Recreation ID Card
2. Library Card
3. Official El Metro Kids on the Go ID Card

Registration Information

Official Program ID Cards are available at the “El Metro Transit Center” located at 1301 Farragut St.

Requirements: Proof of age and the presence of a parent and/or guardian for all youth under the age of eighteen (18).

COMMITTEE RECOMMENDATION
N/a

STAFF RECOMMENDATION
Staff recommends the approval authorizing City Manager to waive bus fares for Summer Program.

Fiscal Impact

Fiscal Year:	2026
Budgeted Y/N?:	N/a
Source of Funds:	El Metro Operations
Account #:	558
Change Order: Exceeds 25% Y/N:	N/a

FINANCIAL IMPACT:
Click or tap here to enter text.

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 59.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 60.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 61.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 62.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 63.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 64.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 65.**

City of Laredo

City Council

Meeting Date: 5/18/2026 **Council Item 66.**

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

avolve

ProjectDox

Laredo, TX

ProjectDox® ePlan Proposal

Prepared by your Avolve Software Representative
Kate Hudson

21001 N Tatum Blvd, Ste 1630-503
Phoenix, AZ 85050
www.avolvesoftware.com

Telephone:
Email: khudson@avolvesoftware.com

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

avolve

Quote Delivered To:

Blanca Sanchez
Administrative Assistant II
bsanchez2@ci.laredo.tx.us

1413 Houston Street
Laredo, Texas
78040

Laredo, TX

Dated: 4/7/2026

Expiration Date: 5/1/2026

Term: 6/7/2026 - 6/6/2027

Electronic Plan Review Pricing

SaaS

Product Name	Product Code	Description	QTY	Unit Price	Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades Production Environment Safeguard: Avolve security	12.00	$7,570.50	$90,846.00

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

		policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.			
Test Environment Entry-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.E	Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 10 concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be	12.00	$2,163.00	$25,956.00

Docusign Envelope ID: 4E2B7D97-2D0A-8C5F-829D-5E97877ADE8D

		provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at an additional cost. Includes SSA for six base forms preconfigured.			

Subtotal SaaS : **$116,802.00**

SaaS Services

Product Name	Product Code	Description	QTY	Unit Price	Total Price
TES-Video License Subscription	TES-VLS	TES-Video License Subscription	1.00	$5,840.10	$5,840.10

SaaS Services Total: **$5,840.10**

100% of SaaS and Subscriptions shall be invoiced upon execution of Agreement. Services will be billed monthly on a Time and Material Basis. Payment for the remaining amount is due net thirty days (30) from invoice after work has occurred. Payment via EFT. **Travel and Expenses are not included in this total and will be invoiced as incurred.**	SaaS:	$116,802.00
	SaaS Services:	$5,840.10
	Total One Year Solution Cost:	**$122,642.10**

COMPANY SIGNATURE: Signed by: CAEDCEB04CA7444...

DATE: 4/24/2026

CUSTOMER SIGNATURE:

DATE: 4/21/26